KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

YOLO COUNTY
AGREEMENT NO. 69-1

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET

Group No. 1030

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedules as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, and the Group named below in order to provide eligible Subscribers and eligible Family Dependents electing to enroll hereunder with health care benefits as specified in the attached Benefit Schedules and addenda hereto.

Amendment: Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any anniversary of the effective date of this Agreement by written notice to Group at least sixty (60) days prior to said anniversary. All such amendments shall be deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance at least thirty (30) days prior to said anniversary, in which event this Agreement shall terminate in accordance with Section 8-D effective on the anniversary. Notwithstanding the foregoing, if either the Medicare Act or any rule or regulation thereunder is amended in a manner which significantly affects Health Plan's obligations hereunder, then this Agreement may be amended effective upon at least 30 days' written notice to Group and Group's concurrence in such amendments shall be established by continuation of coverage hereunder after the effective date of such amendment.

Eligibility: Members must meet the following requirements in addition to those specified in Section 2-A: None.

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Coverage and Periodic Payments: This table shows the coverages and periodic payments under this Agreement.
If the Subscriber has: –No family Dependents, the periodic payment is the amount in Column A;
–One Family Dependent, the periodic payment is the sum of the amounts in Columns A and B;
–Two or more Family Dependents, the periodic payment is the sum of the amounts in Columns A, B and C.

			A Subscriber	B First Dependent	C All Other Dependents
Member Under Age 65	Coverage		B	B	B
	Periodic Payment		$ 10.48	$ 10.46	$ 9.08
Member Age 65 or Older and Entitled to Benefits Under:	Both Parts of Medicare	Coverage	Medicare M-B	Medicare M-B	
		Periodic Payment	$ 6.36	$ 6.36	
		Less a credit of	$ -0-	$ -0-	
	One Part or No Part of Medicare	Coverage	B	B	
		Periodic Payment	$ 10.48	$ 10.46	

Additional Provisions: Applications accepted during January provide coverage February 1.

Approved as to Form
Date: JANUARY 6, 1969
County Counsel
of Yolo County

FILED
JAN - 6 1969
LAURENCE P. HENIGAN, Clerk
By Deputy

Executed at Oakland, California to take effect
as of February 1, 1969
Date November 8, 1968

Accepted JANUARY 6, 19 69
Yolo County
Court House - Auditor's Office
Woodland, California

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: COUNTY OF YOLO

By
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By
Authorized Representative, Northern California

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

INTRODUCTION

Health Plan, in consideration of the periodic payments to be paid to Health Plan by Group and in consideration of the supplemental charges to be paid by or on behalf of Members, agrees to arrange Medical and Hospital Services and other benefits during the term of this Service Agreement, subject, however, to all terms and conditions of this Service Agreement and the attached Benefit Schedules.

Interpretation of Agreement. In order to provide the advantages of integrated medical and hospital facilities and of group medical practice, Health Plan operates on a direct-service rather than indemnity basis. The interpretation of this Agreement shall be guided by the direct-service nature of the Health Plan Program.

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1. DEFINITIONS

As used in this Medical and Hospital Service Agreement and all schedules or addenda hereto (except as otherwise expressly provided or made necessary by the context):

A. "Health Plan" shall mean Kaiser Foundation Health Plan, Inc., a nonprofit corporation organized for the primary purpose of arranging for Medical and Hospital Services; "Northern California Region" shall mean that division of Health Plan which operates in the Service Area.

B. "Service Area" shall mean that geographical area within the sixteen Northern California counties (Alameda, Amador, Contra Costa, El Dorado, Marin, Napa, Placer, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo and Yuba) lying within a radius of thirty miles of any Hospital or Medical Office.

C. "Subscriber" shall mean a person who meets all applicable eligibility requirements of Section 2 and enrolls hereunder, and for whom the prepayment required by Section 4 has been actually received by Health Plan.

D. "Family Dependent" shall mean any member of a Subscriber's family residing in the Subscriber's household who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder and for whom the prepayment required by Section 4 has been actually received by Health Plan.

E. "Member" shall mean any Subscriber or Family Dependent.

F. "Medical Group" shall mean The Permanente Medical Group, a partnership of physicians.

G. "Physician" shall mean any doctor of medicine associated with or engaged by Medical Group; "Attending Physician" shall mean the Physician primarily responsible for the care of a Member with respect to any particular injury or illness.

H. "Hospital" shall mean any hospital in Health Plan's Northern California Region with which Health Plan maintains contractual arrangements for Hospital Services. A current list of such Hospitals may be obtained from any Health Plan office.

I. "Medical Office" shall mean any outpatient treatment facility in Health Plan's Northern California Region which is staffed by Medical Group. A current list of such Medical Offices may be obtained from any Health Plan office.

J. "Medical Services" shall (except as expressly limited or excluded by this Agreement) mean those professional services of physicians and surgeons, and para-medical personnel, including medical, surgical, diagnostic, therapeutic and preventive services, (i) which are generally and customarily provided in the Service Area, and (ii) which are performed, prescribed, or directed by Physicians.

K. "Hospital Services" shall (except as expressly limited or excluded by this Agreement) mean those services for registered bed patients which are (i) generally and customarily provided by acute general hospitals in the Service Area, and (ii) which are prescribed, directed or authorized by a Physician.

L. "Prevailing Rates" shall mean the rates generally prevailing in the Service Area for hospital, medical and related services.

M. "Health Plan Rates" shall mean the rates set forth in the Schedule of Supplemental Charges maintained at Hospitals and Medical Offices. Such rates are maintained at approximately 50% of Prevailing Rates for similar services. Said Schedule of Supplemental Charges may be revised without notice from time to time.

N. "House Call Area" shall mean that geographical area surrounding each Hospital and Medical Office within which house calls are rendered under this Agreement. Such areas may be revised without notice from time to time. A current definition of each House Call Area may be obtained at the Hospital or Medical Office upon which such House Call Area is based.

O. "Benefit Schedule" shall mean the Schedule referring to the Member's coverage.

P. "Medicare Act" shall mean the Federal Health Insurance for the Aged Act as in effect on July 1, 1966.

Q. "Spell of Illness" has the same meaning as in the Medicare Act. A Spell of Illness begins when a person enters a hospital or extended care facility, and ends when he has not been a patient in either a hospital or extended care facility for 60 consecutive days.

R. "Extended Care Facility" has the same meaning as in the Medicare Act, but applies only to facilities approved in writing by Medical Group.

S. "Post-Hospital Extended Care Services" has the same meaning as in the Medicare Act, but applies only to services performed, prescribed or directed by a Physician.

T. "Part A Home Health Services" and **"Part B Home Health Services"** shall mean "Post-Hospital Home Health Services" and "Home Health Services", respectively, as those terms are defined in the Medicare Act, but they apply only to services prescribed or directed by a Physician.

2. ELIGIBILITY, ENROLLMENT AND COVERAGE

A. ELIGIBILITY OF INDIVIDUALS. Individuals will be accepted for enrollment hereunder only upon meeting all applicable requirements set forth below.

(1) Subscribers. To be eligible to enroll as a Subscriber a person must be either (a) an actual and bona fide member of Group or (b) entitled under the trust agreement, employment contract or other established standard of Group, on his own behalf and not by virtue of dependency status, to participate in medical and hospital care benefits arranged by Group.

(2) Family Dependents. To be eligible to enroll as a Family Dependent a person must be either (a) the spouse of the Subscriber or (b) a dependent unmarried child under the age of 19 of either the Subscriber or his spouse. Foster children entirely supported by the Subscriber and his spouse and legally adopted children of either, as well as natural children, are included. Newborn children will be treated as Family Dependents from birth if promptly enrolled by a parent.

(3) Membership Previously Terminated. No person is eligible to enroll hereunder who has had Health Plan coverage terminated for cause under Section 8-B of this or any other Health Plan Medical and Hospital Service Agreement.

(4) Change of Group Eligibility Rules. The composition of Group and requirements determining eligibility for membership in Group and for participation in medical and hospital care benefits arranged by Group are considerations material to the execution of this Agreement by Health Plan; during the term of this Agreement no change in Group's eligibility or participation requirements shall be permitted to affect eligibility or enrollment under this Agreement in any manner deemed adverse by Health Plan unless such change is effected by mutual agreement with Health Plan.

B. ENROLLMENT. While enrollment is open for Group, Subscribers and Family Dependents who meet the requirements of Section 2-A may enroll hereunder by submitting complete applications on forms provided by Health Plan.

C. COVERAGE. Coverage of Members enrolled hereunder shall be as set forth in the Face Sheet.

Special Provisions Relating to Members Aged 65 or Older: The benefits under this Agreement for Members aged 65 or older do not duplicate any benefit to which they are entitled under the Medicare Act.

All sums payable to or on behalf of Members pursuant to the Medicare Act for services provided pursuant to this Agreement shall be payable to and retained by either Health Plan or the provider of services entitled thereto, and each Member aged 65 or older shall complete and submit to Health Plan all documents reasonably requested by Health Plan in order to obtain or assure such payment. The monetary amounts referred to in Sections J and K of the applicable Schedule of Benefits shall be available only to satisfy those costs not covered under the Medicare Act and not to duplicate any benefit to which a Member is entitled under the Medicare Act.

3. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

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The relationship between Health Plan and Medical Group and between Health Plan and Hospitals is an independent contractor relationship; Physicians and Hospitals are not agents or employees of Health Plan, nor is Health Plan, nor any employee of Health Plan, an employee or agent of Hospitals or Medical Group.

Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all Medical Services. Hospitals maintain the hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

Information from medical records of Members and information received by Physicians or Hospitals incident to the physician-patient or hospital-patient relationship is kept confidential, and, except for use incident to bona fide medical research and education or reasonably necessary in connection with the administration of this Agreement, is not disclosed without the consent of the Member.

Neither Group nor any Member is the agent or representative of Health Plan, and neither shall be liable for any acts or omissions of Health Plan, its agents or employees, or of Medical Group, any Physician, or Hospital, or any other person or organization with which Health Plan has made or hereafter shall make arrangements for the performance of services under this Agreement.

Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by Physicians. Physicians may regard such refusal to accept their recommendations as incompatible with the continuance of the physician-patient relationship and as obstructing the providing of proper medical care. If a Member refuses to accept such a recommended treatment or procedure, and the Physician believes that no professionally acceptable alternative exists, such Member shall be so advised. If the Member still refuses to accept the recommended treatment or procedure, then neither Physicians, Hospitals nor Health Plan shall have any further responsibility to provide care for the condition under treatment.

4. PERIODIC PAYMENTS

Payment for Health Plan coverage shall be made as follows:

A. PERIODIC PAYMENT SCHEDULE. Group shall remit to Health Plan on behalf of each Subscriber and his Family Dependents the amounts specified in the Face Sheet for each month on or before the last day of the preceding month. The amounts referred to in Section 4-A are called the "Base Payment". If a state or any other taxing authority imposes upon Health Plan a tax or license fee which is levied upon or measured by the Base Payment or by Health Plan's gross receipts or any portion of either, then commencing upon the effective date of such tax or license fee, Group shall remit to Health Plan with the appropriate Base Payment an amount sufficient to cover all such taxes and license fees rounded to the nearest cent. Only Members for whom the stipulated payment is actually received by Health Plan shall be entitled to health services covered hereunder and then only for the period for which such payment is received.

If any payment required above is not received by the time specified above, all rights of such Member hereunder shall terminate and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

B. SUPPLEMENTAL CHARGES. In addition, Members shall pay or arrange for payment of applicable supplemental charges as provided in the applicable Benefit Schedules, and in case of failure to do so, the Members' rights may be terminated on fifteen (15) days' notice and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

5. SERVICES AND BENEFITS

Subject to all terms and provisions of this Agreement, Members shall be entitled to receive services and other benefits as follows:

A. WITHIN THE NORTHERN CALIFORNIA SERVICE AREA. Within the Service Area Subscribers and Family Dependents are entitled to receive the services and other benefits specified in the applicable Benefit Schedule, all as provided, prescribed, or directed by Physicians. Within this Area, covered services are available only from Medical Group and Hospitals (and for Members holding "Medicare" coverage, in Extended Care Facilities), and neither Health Plan, Hospitals nor Medical Group shall have

any liability or obligation whatsoever on account of any service or benefit sought or received by any Member from any other doctor, hospital or extended care facility, or other person, institution or organization, unless prior special arrangements are made by a Physician and confirmed by written referral from Medical Group.

B. OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. Members regularly residing in the Service Area while temporarily away from home and outside said Service Area may receive the additional benefits specified in Section L of the applicable Benefit Schedule.

6. EXCLUSIONS AND LIMITATIONS

A. EXCLUSIONS. All services for conditions within any of the following classifications are excluded from the coverage of this Agreement:

(1) Psychiatric Conditions. Psychiatric care, including any treatment for insanity, mental illness or disorders.

(2) Alcoholism and Drug Addiction. Alcoholism, drug addiction; drug-induced mental conditions caused by a drug or drugs for which the patient did not have a prescription.

(3) Self-Inflicted or Self-Induced Injuries. Conditions, and any complications thereof, resulting from attempts at suicide or other intentionally self-inflicted or self-induced injuries or illnesses.

(4) Employer or Governmental Responsibility. Illnesses, injuries or conditions covered by services, indemnification or reimbursement available either:

(a) Pursuant to any federal, state, county or municipal workmen's compensation or employer's liability law or other legislation of similar purpose or import; or

(b) From any federal, state, county, municipal or other governmental agency, including, in the case of service-connected disabilities, the Veteran's Administration.

If there is reasonable doubt whether or not a Member should receive benefits under this Agreement or from any such source, if the Member seeks diligently to establish his rights to benefits from such other source, services will be furnished under this Agreement; provided, however, that the value of such services, at Prevailing Rates, shall be recoverable by Health Plan or its nominee from such other source, or from the Member, and to the extent it is determined that monetary benefits should have been provided by such other source.

(5) Custodial, Domiciliary, or Convalescent Care. Custodial care, domiciliary care, or convalescent care for which, in the judgment of the Attending Physician, the facilities and services of an acute general hospital (or, for Members holding "Medicare" coverage, of an Extended Care Facility) are not medically required.

(6) Cosmetic Surgery and Dentistry. Conditions for which plastic surgery is indicated primarily for cosmetic purposes. Dental care and dental X-rays.

(7) Certain physical examinations. Physical examinations required for obtaining or continuing employment or governmental licensing.

(8) Tuberculosis and Poliomyelitis. Tuberculosis after diagnosis and acute or contagious poliomyelitis after diagnosis, and their complications.

(9) Rental of Durable Equipment. Durable medical equipment, including iron lungs, oxygen tents, hospital beds, and wheelchairs used in the Member's home (including an institution used as his home).

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B. LIMITATIONS. The rights of Members and obligations of Health Plan, Hospitals and Medical Group hereunder are subject to the following limitations:

(1) Major Disaster or Epidemic. In the event of any major disaster or epidemic, Physicians and Hospitals shall render or attempt to arrange covered services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available, but neither Health Plan, Hospitals nor Medical Group shall have any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

(2) Circumstances Beyond Health Plan's Control. In the event that, due to circumstances not reasonably within the control of Health Plan, such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, disability of a significant part of Hospital or Medical Group personnel, or similar causes, the rendition of services covered hereunder is delayed or rendered impractical, neither Health Plan, Hospitals, Medical Group nor any Physician shall have any liability or obligation on account of such delay or such failure to provide services.

(3) Corrective Appliances and Artificial Aids. Artificial aids and corrective appliances, such as braces, prosthetic devices, hearing aids, corrective lenses and eyeglasses, are not provided under this Agreement, but Health Plan will attempt to make arrangements whereby such aids and appliances may be obtained at reasonable rates; services necessary to determine the need therefor will be provided.

(4) Injuries Caused by Third Parties. In case of injuries caused by any act or omission of a third party, and complications incident thereto, services and other benefits requested hereunder will be furnished but will be charged at Prevailing Rates. However, the Member shall not be required to pay any amount in excess of the total amount collected on account of the injury.

This limitation is not applicable to Members holding "Medicare" coverage.

(5) Contagious Diseases. Services are provided for contagious diseases other than tuberculosis and acute or contagious poliomyelitis, only in accordance with Section J of the applicable Benefit Schedule.

(6) Rehabilitation. Neuromuscular rehabilitation and post-polio rehabilitation are limited to the benefits specifically provided in Section E-2 of the applicable Benefit Schedule.

7. CONVERSION AND TRANSFER

A. CONVERSION TO INDIVIDUAL ENROLLMENT. If any person who has been a bona fide Member under this Agreement for at least ninety (90) days shall cease to be qualified to continue as a Member for any reason other than:

(1) Nonpayment of applicable charges; or

(2) Termination of Membership rights pursuant to Section 8,

then said person may, within thirty (30) days after termination of rights under this Agreement, convert his membership to such classification of Health Plan individual coverage as may be in effect at the time of his application for conversion.

B. TRANSFER OF RESIDENCE. Members who transfer their residence from the Northern California Region to any geographical area not served by Health Plan may, if they so desire, continue their Health Plan coverage by paying applicable charges. However, the only benefits provided outside of Health Plan service areas are those specified in Section L of the applicable Benefit Schedule. For service benefits under this Agreement the Member must return to the Service Area or to another Health Plan service area identified in Section L of the applicable Benefit Schedule.

Members who transfer their residence to another Health Plan Region must promptly apply to a Health Plan office in such Region for transfer of their membership. Acceptance of transfer applications is discretionary with Health Plan management in the Region to which transfer is sought; ordinarily a person who has been a bona fide member in one Region for at least one year will be accepted for transfer.

No right to service benefits under Section L of the applicable Benefit Schedule shall exist in another Health Plan service area after a Member has lived in the vicinity of such service area more than 90 days, unless the Member, by prior application to Health Plan, demonstrates special circumstances under which a longer period is "temporary" and the Member's continuing status of temporary residence is confirmed in writing by Health Plan.

8. TERM AND TERMINATION

This Agreement shall continue in effect for one year from the effective date hereof and from year to year thereafter, subject to:

A. TERMINATION ON NOTICE. Termination by either party by giving written notice to the other party at least thirty (30) days prior to the anniversary of the effective date of this Agreement.

B. INDIVIDUAL TERMINATION FOR CAUSE. In the event that Hospitals or Medical Group shall, after reasonable efforts to establish and maintain satisfactory hospital-patient or physician-patient relationships with any Member, be unable to do so, then the rights of such Member and other Members of his family under this Agreement may be terminated on not less than fifteen (15) days' written notice to Subscriber. At the effective date of such termination, prepayments received on account of such terminated Member or Members applicable to periods after the effective date of termination shall be refunded, and Health Plan shall have no further liability or responsibility under this Agreement.

C. TERMINATION BY HEALTH PLAN — HOSPITAL AND OBSTETRICAL BENEFITS. In the event that Health Plan terminates this Agreement pursuant to Section 8-A, any Member who is a registered bed patient in a Hospital at the effective date of termination shall receive these benefits: all benefits otherwise available hereunder to hospitalized patients, for the condition under treatment, during the remainder of that particular episode of hospitalization, until either (1) the expiration of such benefits, or (2) determination by the Attending Physician that hospitalization is no longer medically indicated, whichever shall first occur. In maternity cases under care at the effective date of termination Health Plan may either, at its election (a) continue obstetrical care only, through confinement and discharge, subject to payment of applicable supplemental charges, or (b) convert the Member from group to individual membership. Except as expressly provided in this subsection, all rights to benefits shall cease as of the effective date of termination.

D. TERMINATION BY GROUP. In the event that Group terminates this Agreement pursuant to Section 8-A, then all rights to benefits shall cease as of the effective date of termination. Health Plan will cooperate with Group in attempting to work out equitable arrangements for continuing care of Members who are hospitalized at the termination date.

E. DISCONTINUANCE OR PARTIAL DISCONTINUANCE OF HEALTH PLAN OPERATIONS OR SERVICES. If Health Plan's Board of Directors determines that, due to circumstances beyond Health Plan's control, it would be impractical to continue providing or arranging any or all benefits and services being provided or arranged pursuant to this Agreement, then Health Plan and Group shall endeavor to agree on amendments to this Agreement (and on adjustments in the rights of the Members) which relate to the services and benefits which are the subject of such determination. If the parties are unable to agree on such amendments and adjustments, then Health Plan may terminate this Agreement at any time on thirty (30) days' written notice to Group, and neither Health Plan, Hospitals nor Medical Group shall have any further liability or responsibility by reason of or pursuant to this Agreement after the effective date of such termination.

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9. MISCELLANEOUS PROVISIONS

A. ACCEPTANCE OF AGREEMENT. Group may accept this Agreement either by execution of the acceptance provided on the Face Sheet or by making payments to Health Plan pursuant to Section 4-A hereof, and such acceptance shall render all terms and provisions hereof binding on Health Plan and Group.

B. AGREEMENT BINDING ON MEMBERS. By this Agreement, Group makes Health Plan coverage available to persons who are eligible under Section 2; however, this Agreement shall be subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Health Plan and Group without the consent or concurrence of the Members. By electing medical and hospital coverage pursuant to this Agreement, or accepting benefits hereunder, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all terms, conditions and provisions hereof.

C. APPLICATIONS, STATEMENTS, ETC. Members or applicants for membership shall complete and submit to Health Plan such applications, medical review questionnaires, or other forms or statements as Health Plan may reasonably request; Members warrant that all information contained in such applications, questionnaires, forms or statements submitted to Health Plan incident to enrollment under this Agreement or the administration hereof shall be true, correct and complete, and all rights to benefits hereunder are subject to the condition that all such information shall be true, correct and complete. Each Member aged 65 or older shall complete and submit to Health Plan such consents, releases, assignments and other documents as Health Plan may reasonably request in connection with the Medicare Act; any Member who fails to do so must pay for services received at Prevailing Rates.

D. IDENTIFICATION CARDS. Cards issued by Health Plan to Members pursuant to this Agreement are for identification only. Possession of a Health Plan identification card confers no right to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member on whose behalf all applicable charges under this Agreement have actually been paid. Any person receiving services or other benefits to which he is not then entitled pursuant to the provisions of this Agreement shall be chargeable therefor at Prevailing Rates. If any Member permits the use of his Health Plan identification card by any other person, such card may be retained by Health Plan, and all rights of such Member pursuant to this Agreement shall be immediately terminable at the will of Health Plan.

E. ADMINISTRATION OF AGREEMENT. Health Plan may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

F. NOTICES. Any notice under this Agreement may be given by United States Mail, postage prepaid, addressed as follows:

If to Health Plan:	Kaiser Foundation Health Plan, Inc. P. O. Box 116 Oakland, California 94604
If to a Member:	To the latest address provided for the Member on enrollment or change of address forms actually delivered to Health Plan.
If to Group:	To the address indicated in the Face Sheet.

AUDITOR'S OFFICE
NOV 12 10 13 AM '68

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

BENEFIT SCHEDULE
"B" COVERAGE

Subject to all terms, conditions and definitions in the foregoing Service Agreement, Members holding "B" coverage are entitled to receive the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified supplemental charges. These services and benefits are available only in the Northern California Service Area and only if and to the extent that they are provided, prescribed or directed by a Physician, and (except for house calls pursuant to Section C and special benefits under Sections J, K and L) received at a Hospital or Medical Office, all as defined in Section 1 of the Service Agreement.

The benefits under this Agreement for Members aged 65 or older who are entitled to benefits under one Part of the Medicare Act but not the other Part:

(a) Do not duplicate any benefit to which they are entitled under the Medicare Act; and
(b) Except where otherwise specifically provided, shall be the same as the benefits for Subscribers and Family Dependents, respectively, who have not attained age 65

The monetary amounts referred to in Sections J, K, and L of this Benefit Schedule shall be available only to satisfy those costs not covered under the Medicare Act and not to duplicate any benefit to which the Member is entitled under the Medicare Act.

A. MEDICAL CARE IN HOSPITAL AND OFFICE

1. CARE WHILE HOSPITALIZED. All services of Physicians and paramedical personnel as requested or directed by the Attending Physician, including operations, other surgical procedures, anesthesia and consultation with and treatment by specialists, laboratory and X-ray services as specified in Section D, and physical therapy as specified in Section E-1, are provided without charge while the Member is admitted to a Hospital as a registered bed patient.

2. CARE IN MEDICAL OFFICES OR EMERGENCY DEPARTMENTS

a. Diagnosis and Treatment. All services of Physicians and paramedical personnel, as requested or directed by the Attending Physician, including surgical procedures, eye examinations for glasses, and consultation with and treatment by specialists, are provided at Medical Offices and Hospital emergency departments upon payment of a $1.00 registration charge per visit.

b. Preventive Services. In addition to diagnosis and treatment, Physicians' services for health maintenance, including physical check-ups and other preventive medical services, are provided upon payment of a $1.00 registration charge per visit. X-ray and laboratory examinations in conjunction with physical check-ups are provided pursuant to Section D.

B. HOSPITAL CARE

1. MEMBERS NOT ENTITLED TO BENEFITS UNDER PART A OF THE MEDICARE ACT. For each injury or illness requiring hospitalization, including its recurrences and complications, 111 days of prescribed hospital care will be provided during each calendar year without charge to all Members not entitled to benefits under Part A of the Medicare Act. Hospital care includes room and board and general nursing care while the patient is admitted to the Hospital as a registered bed patient, and the following additional facilities, services and supplies as prescribed: use of operating room, private room, intensive care room and related hospital services; special diet, special-duty nursing, and medications and supplies as specified in Section F. Prescribed blood transfusions are provided without charge if blood is replaced at a Blood Bank designated by Medical Group. Prevailing Rates will be charged if blood is not replaced. (A blood transfusion program is available to satisfy blood replacement obligations for Members desiring to arrange for periodic blood contributions.)

2. MEMBERS ENTITLED TO BENEFITS UNDER PART A OF THE MEDICARE ACT. During each Spell of Illness, all days of prescribed hospital care which will be paid for in whole or in part under the Medicare Act, plus an additional 21 days, will be provided without charge to all Members entitled to benefits under Part A of the Medicare Act. Hospital care includes the same services and benefits described in Section B-1 above. Prescribed blood transfusions are provided without charge if blood is replaced at a blood bank designated by Medical Group. Prevailing rates will be charged for blood which is not replaced. However, no charge shall be made for blood covered under the Medicare Act. (A blood transfusion program is available to satisfy blood replacement obligations for Members desiring to arrange for periodic blood contributions.)

C. HOUSE CALLS FOR EMERGENCIES OR ACUTE CONDITIONS

All necessary house calls for emergencies or acute conditions by Physicians and by visiting nurses when prescribed by a Physician, are provided within House Call Areas. For Physicians' house calls, payment in accordance with the following schedule is required:

Calls requested or made between
9 A.M. and 5 P.M. ..... $3.50 per call
Calls requested and made between
5 P.M. and 9 A.M. ..... $5.00 per call

An additional charge of $2.00 will be made for each additional Member who requires attention at the same household.

No charge is made for prescribed calls by visiting nurses.

If, in the Physician's judgment, more than two house calls are required during a particular episode of treatment on account of an emergency or acute condition, no further payment for house calls is required after the second house call.

D. X-RAY AND LABORATORY

All prescribed X-ray and laboratory tests and services, including diagnostic X-rays, X-ray therapy, fluoroscopy, electrocardiograms, metabolism, blood and urine and other laboratory tests, and diagnostic clinical isotope services, are provided without charge.

E. PHYSICAL THERAPY AND NEUROMUSCULAR REHABILITATION

1. PHYSICAL THERAPY. Prescribed physical therapy will be provided upon payment of a $1.00 registration charge per visit. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. NEUROMUSCULAR REHABILITATION. More extensive specialized physical medicine and rehabilitation services, including physical therapy and post-polio rehabilitation, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, are available to Members at Health Plan Rates if the Attending Physician and the Kaiser Foundation Rehabilitation Center medical staff, after

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consultation, are of the opinion that the Member is apt to derive substantial benefits from a course of treatment of limited duration at the Rehabilitation Center. Institutional care at the Kaiser Foundation Rehabilitation Center primarily for purposes of Neuromuscular Rehabilitation will be provided at Health Plan Rates. This care will be provided without charge to Members entitled to benefits under Part A of the Medicare Act during each day for which all or any portion of this care will be paid for under the Medicare Act.

F. PRESCRIBED MEDICATIONS

1. While Hospitalized. During any period of fully prepaid hospitalization specified in Section B of this Schedule, all prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials are provided without charge. During any other period of hospitalization these items will be provided at a reasonable charge. Prescribed dressings and casts are provided without charge during all periods of hospitalization.

2. In Medical Offices, Emergency Departments, and on House Calls. A reasonable charge is made for medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials furnished at Medical Offices, at Hospital emergency departments, or on house calls. Prescribed dressings and casts are provided without charge. A moderate charge may be made for administration of medications supplied by the patient.

G. EMERGENCY AMBULANCE SERVICE

Necessary ambulance service will be provided without charge within the Service Area if such service is ordered or approved by a Physician.

H. OBSTETRICAL CARE

Full obstetrical care, after pregnancy is confirmed, including all applicable benefits set forth above, is provided upon payment of $60.00 if confinement is due after ten months' continuous membership, or upon payment of $140.00 if confinement is due before ten months' continuous membership. The supplemental charges specified in Section A of this Schedule will not be made for obstetrical care.

Obstetrical care includes the following services for the mother before and during confinement and during the post-partum period: Hospital care, including use of delivery room; all services of Physicians including operations and special procedures such as Caesarean sections if necessary; anesthesia; medications, including injectables; X-ray and laboratory services as required for conditions relating to pregnancy.

Outpatient medications, including injectables, are subject to a reasonable charge.

Care for the newborn child is provided during the mother's confinement.

Interrupted Pregnancy. If care is required for interrupted pregnancy, Prevailing Rates shall be charged for all services rendered, but payment required hereunder shall not exceed two-thirds of the payment above specified for full obstetrical care.

Infertility Studies. If requested by a Member, an infertility study will be conducted under the direction of a Physician upon payment of a reasonable charge.

J. CONTAGIOUS DISEASES

1. Diagnostic services and house calls are provided for contagious diseases; however, house calls are not provided for tuberculosis or acute or contagious poliomyelitis after diagnosis. Hospitalization will be provided if a Member is hospitalized at the direction of a Physician for treatment of a contagious disease in a Hospital.

2. In the case of contagious diseases, other than tuberculosis or acute or contagious poliomyelitis, for which isolation facilities or techniques are either required by Public Health authorities or medically recommended, and which, in the judgment of the Attending Physician, require hospital care, a Member, who is admitted at the direction of his Attending Physician to a hospital which does not contract with Health Plan, for treatment of such a contagious disease, will be reimbursed up to an aggregate maximum of $300.00 on account of expenses actually incurred by such Member for hospital and medical services. A current list of such contagious diseases may be obtained from any Health Plan office upon request.

A portion of the $300.00 allowance may be applied toward the cost of necessary ambulance service to a hospital which does not contract with Health Plan if such service is ordered by a Physician.

All benefits for treatment of contagious diseases are subject to all the terms and conditions contained in this Benefit Schedule, including supplemental charges.

K. PAYMENT IN LIEU OF SERVICE BENEFITS

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services included in the coverage of this Service Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the community, then, upon written referral by Medical Group, payment, in lieu of service benefits hereunder, will be made for prescribed services within the coverage of this Agreement. Charges for Hospital Services will be reimbursed in accordance with the benefits to which the Member would be entitled at a contracting Hospital.

L. BENEFITS FOR SUBSCRIBERS AND FAMILY DEPENDENTS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

These benefits are added to assist a Member who sustains accidental injury or becomes ill while temporarily away from his regular residence and from the Health Plan Service Area in Northern California. Accordingly, such benefits are limited to emergencies or other circumstances in which care is required immediately and unexpectedly; elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

1. SERVICE BENEFITS IN OTHER HEALTH PLAN SERVICE AREAS. Health Plan, either directly or through an affiliated corporation, conducts direct-service hospital and medical care programs in the Greater Los Angeles and San Diego Areas in California, on the Island of Oahu, Hawaii, and in Portland, Oregon and vicinity. Members regularly residing in the Northern California Region, while temporarily in another Health Plan service area, may receive hospital and medical services for emergency or other non-elective medical care requirements. To obtain such services Members must apply to a hospital or medical office within such service area which is covered by a contractual arrangement maintained by Health Plan for hospital or medical services and must pay applicable supplemental charges.

Services and supplemental charges shall be those prevailing in such service area for the Health Plan coverage generally provided within the service area which is most nearly comparable to the Member's coverage in the Northern California Region.

The service areas in which such benefits are available are the following: Southern California Region—that geographical area within Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties lying within a radius of thirty miles of any hospital or medical office; Portland, Oregon, and vicinity—that geographical area within a radius of fifteen miles of any hospital or medical office located in Portland, Oregon, or Vancouver, Washington; and, Hawaii Region—the island of Oahu, Hawaii. A list of hospital and medical office facilities in these areas may be obtained at any Health Plan office in the Northern California Region.

2. ACCIDENTAL INJURY OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. If a Member, while outside the Northern California Service Area, is accidentally injured and receives emergency treatment, Health Plan shall, subject to the limitations

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hereafter set forth, pay such Member up to an aggregate maximum of $500.00 on account of expenses actually incurred by such Member for:

a. emergency medical services;
b. emergency hospital services;
c. emergency ambulance service.

3. **EMERGENCY ILLNESS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA.** If a Member becomes ill and requires emergency hospitalization while temporarily more than thirty miles from his regular place of residence and outside the Northern California Service Area, Health Plan shall, subject to the limitations hereafter set forth, pay such Member up to an aggregate maximum of $500.00 on account of expenses actually incurred by such Member for:

a. hospital services received as a registered bed patient in a general hospital;
b. medical services received as a registered bed patient in a general hospital;
c. emergency ambulance service.

Obstetrical Cases. Payment as outlined above will be made on account of emergency hospitalization required as a result of complications of pregnancy but not for normal delivery. Any unpaid portion of the supplemental charge specified in Section H will be offset against amounts otherwise payable hereunder.

4. **CONTINUING OR FOLLOW-UP TREATMENT.** Monetary payment on account of accidental injury or emergency illness is limited to emergency care required before the Member can, without medically harmful or injurious consequences, return to the Northern California Service Area or a contracting hospital or medical office in the nearest other service area. Benefits for continuing or follow-up treatment are provided only at a contracting hospital or medical office in the nearest such service area. If the Member obtains prior approval from Health Plan or a Physician in the Northern California Service Area or the nearest other service area, a portion of the $500.00 allowance may be applied toward the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to such service area for continuing or follow-up treatment.

5. **NOTIFICATION, CLAIMS AND PAYMENT.** Any Member having an emergency illness within the scope of Section I.-3 shall notify a Northern California Health Plan office within forty-eight (48) hours after care is commenced.

No claim pursuant to this Section I. shall be allowed unless a complete application for payment, on forms to be provided by Health Plan, is filed with a Health Plan office in the Northern California Region within sixty (60) days after the date of the first service for which payment is requested.

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KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

BENEFIT SCHEDULE
MEDICARE (MB) COVERAGE

This Health Plan Medicare Supplemental Coverage is available only to Members aged 65 or older who are entitled to benefits under Parts A and B of the Medicare Act. The benefits under this Agreement do not duplicate any benefit under the Medicare Act, and the monetary amounts referred to in Sections J, K and L of this Benefit Schedule shall be available only to satisfy those costs not covered under the Medicare Act and not to duplicate any benefits to which the Member is entitled under the Medicare Act.

Subject to all terms, conditions and definitions in the foregoing Service Agreement, Members holding "Medicare" coverage are entitled to receive the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified supplemental charges. These services and benefits are available only in the Northern California Service Area and only if and to the extent that they are prescribed or directed by a Physician, and (except for services of Physicians in an Extended Care Facility under Section A, house calls pursuant to Section C and special benefits under Sections J, K, L, M and N) received at a Hospital or Medical Office, all as defined in Section 1 of the Service Agreement.

A. MEDICAL CARE IN HOSPITAL, EXTENDED CARE FACILITY AND OFFICE

1. CARE WHILE HOSPITALIZED. All services of Physicians and paramedical personnel as requested or directed by the Attending Physician, including operations, other surgical procedures, anesthesia and consultation with and treatment by specialists, laboratory and X-ray services as specified in Section D, and physical therapy as specified in Section E-1, are provided without charge while the Member is admitted to a Hospital as a registered bed patient.

2. CARE IN MEDICAL OFFICES OR EMERGENCY DEPARTMENTS

a. Diagnosis and Treatment. All services of Physicians and paramedical personnel, as requested or directed by the Attending Physician, including surgical procedures, eye examinations for glasses, and consultation with and treatment by specialists, are provided at Medical Offices and Hospital emergency departments upon payment of a $1.00 registration charge per visit.

b. Preventive Services. In addition to diagnosis and treatment, Physicians' services for health maintenance, including physical check-ups and other preventive medical services, are provided upon payment of a $1.00 registration charge per visit. X-ray and laboratory examinations in conjunction with physical check-ups are provided pursuant to Section D.

3. CARE IN EXTENDED CARE FACILITY. All services of Physicians, as prescribed or directed by the Attending Physician (to the extent practicable within the limitations of the equipment and staff of the Extended Care Facility), while the Member is admitted to the facility as a registered bed patient.

B. HOSPITAL CARE

During each Spell of Illness, all days of prescribed hospital care which will be paid for in whole or in part under the Medicare Act, plus an additional 21 days, will be provided without charge. Hospital care includes room and board and general nursing care while the patient is admitted to the Hospital as a registered bed patient, and the following additional facilities, services and supplies as prescribed: use of operating room, private room, intensive care room and related hospital services; special diet, special-duty nursing, and medications and supplies as specified in Section F. Prescribed blood transfusions are provided without charge if blood is replaced at a Blood Bank designated by Medical Group. Prevailing Rates will be charged if blood is not replaced. However, no charge shall be made for blood covered under the Medicare Act. (A blood transfusion program is available to satisfy blood replacement obligations for Members desiring to arrange for periodic blood contributions.)

C. HOUSE CALLS FOR EMERGENCIES OR ACUTE CONDITIONS

All necessary house calls for emergencies or acute conditions by Physicians and by visiting nurses when prescribed by a Physician, are provided within House Call Areas. For Physicians' house calls, payment in accordance with the following schedule is required:

Calls requested or made between
9 A.M. and 5 P.M. ..... $3.50 per call

Calls requested and made between
5 P.M. and 9 A.M. ..... $5.00 per call

An additional charge of $2.00 will be made for each additional Member who requires attention at the same household.

No charge is made for prescribed calls by visiting nurses.

If, in the Physician's judgment, more than two house calls are required during a particular episode of treatment on account of an emergency or acute condition, no further payment for house calls is required after the second house call.

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D. X-RAY AND LABORATORY

All prescribed X-ray and laboratory tests and services, including diagnostic X-rays, X-ray therapy, fluoroscopy, electrocardiograms, metabolism, blood and urine and other laboratory tests, and diagnostic clinical isotope services, are provided without charge.

E. PHYSICAL THERAPY AND NEUROMUSCULAR REHABILITATION

1. PHYSICAL THERAPY. Prescribed physical therapy will be provided upon payment of a $1.00 registration charge per visit. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. NEUROMUSCULAR REHABILITATION. More extensive specialized physical medicine and rehabilitation services, including physical therapy and post-polio rehabilitation, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, are available to Members at Health Plan Rates reduced by all amounts payable under the Medicare Act if the Attending Physician and the Kaiser Foundation Rehabilitation Center medical staff, after consultation, are of the opinion that the Member is apt to derive substantial benefits from a course of treatment of limited duration at the Rehabilitation Center. Institutional care at the Kaiser Foundation Rehabilitation Center primarily for purposes of Neuromuscular Rehabilitation will be provided without charge as part of the Member's hospital benefits under Section B, and thereafter at Health Plan Rates.

F. PRESCRIBED MEDICATIONS

1. FURNISHED TO PATIENT

a. While Hospitalized. During any period of fully prepaid hospitalization specified in Section B of this Schedule, all prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials are provided without charge. During any other period of hospitalization these items will be provided at a reasonable charge. Prescribed dressings and casts are provided without charge during all periods of hospitalization.

b. In Medical Offices, Emergency Departments, and on House Calls. Covered immunizations, dressings and casts, non-self administered medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials furnished at Medical Offices, at Hospital emergency departments, or on house calls are provided without charge. The items which will be furnished on house calls are limited to those normally carried by house call Physicians. Covered immunizations are cholera, diphtheria, measles, pertussis, polio, smallpox, tetanus, typhoid and typhus.

2. **PURCHASED BY PATIENT.** Members may purchase covered medications and accessories at the Blue Book or Red Book price for the smallest standard size package listed, or for $1.00, whichever is greater, except that if the regular charge is less than $1.00, Members shall pay the regular charge. The Blue Book will be used when it is most current and the Red Book will be used when it is most current. Each refill of a prescription is subject to the same conditions and charges as the original prescription.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc. The scheduled hours of operation on such pharmacies will be provided to Group on request.

a. Prescription Drugs.

b. Additional Drugs and Accessories:

(i) Insulin

(ii) The following diabetic supplies:

(1) Insulin syringe
(2) Needles (2)
(3) Sugar test tablets
(4) Sugar test tape
(5) Acetone test tablets
(6) Benedict's solution or equivalent

(iii) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accordance with a physician's prescription).

(iv) Elixir Terpin Hydrate, N.F.

(v) The following anti-acids:

(1) Aluminum Hydroxide
(2) Aluminum Hydroxide with Magnesium Trisilicate
(3) Aluminum and Magnesium Hydroxide Gel
(4) Calcium Carbonate, Magnesium Carbonate Suspension
(5) Dihydroxyaluminum Aminoacetate

G. EMERGENCY AMBULANCE SERVICE

Necessary ambulance service will be provided without charge within the Service Area if such service is ordered or approved by a Physician.

J. CONTAGIOUS DISEASES

1. Diagnostic services and house calls are provided for contagious diseases; however, house calls are not provided for tuberculosis or acute or contagious poliomyelitis after diagnosis. Hospitalization will be provided if a Member is hospitalized at the direction of a Physician for treatment of a contagious disease in a Hospital.

2. In the case of contagious diseases, other than tuberculosis or acute or contagious poliomyelitis, for which isolation facilities or techniques are either required by Public Health authorities or medically recommended, and which, in the judgment of the Attending Physician, require hospital care, a Member, who is admitted at the direction of his Attending Physician to a hospital which does not contract with Health Plan, for treatment of such a contagious disease, will be reimbursed up to an aggregate maximum of $300.00 on account of expenses actually incurred by such Member for hospital and medical services. A current list of such contagious diseases may be obtained from any Health Plan office upon request.

A portion of the $300.00 allowance may be applied toward the cost of necessary ambulance service to a hospital which does not contract with Health Plan if such service is ordered by a Physician.

All benefits for treatment of contagious diseases are subject to all the terms and conditions contained in this Benefit Schedule, including supplemental charges.

K. PAYMENT IN LIEU OF SERVICE BENEFITS

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services included in the coverage of this Service Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the community, then, upon written referral by Medical Group, payment, in lieu of service benefits hereunder, will be made for prescribed services within the coverage of this Agreement. Charges for Hospital Services will be reimbursed in accordance with the benefits to which the Member would be entitled at a contracting Hospital.

L. BENEFITS FOR SUBSCRIBERS AND FAMILY DEPENDENTS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

These benefits are added to assist a Member who sustains accidental injury or becomes ill while temporarily away from his regular residence and from the Health Plan Service Area in Northern California. Accordingly, such benefits are limited to emergencies or other circumstances in which care is required immediately and unexpectedly; elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

1. **SERVICE BENEFITS IN OTHER HEALTH PLAN SERVICE AREAS.** Health Plan, either directly or through an affiliated corporation, conducts direct-service hospital and medical care programs in the Greater Los Angeles and San Diego Areas in California, on the Island of Oahu, Hawaii, and in Portland, Oregon and vicinity. Members regularly residing in the Northern California Region, while temporarily in another Health Plan service area, may receive hospital and medical services for emergency or other non-elective medical care requirements. To obtain such services Members must apply to a hospital or medical office within such service area which is covered by a contractual arrangement maintained by Health Plan for hospital or medical services and must pay applicable supplemental charges.

Services and supplemental charges shall be those prevailing in such service area for the Health Plan coverage generally provided within the service area which is most nearly comparable to the Member's coverage in the Northern California Region.

The service areas in which such benefits are available are the following: Southern California Region—that geographical area within Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties lying within a radius of thirty miles of any hospital or medical office; Portland, Oregon, and vicinity—that geographical area within a radius of fifteen miles of any hospital or medical office located in Portland, Oregon, or Vancouver, Washington; and, Hawaii Region—the island of Oahu, Hawaii. A list of hospital and medical office facilities in these areas may be obtained at any Health Plan office in the Northern California Region.

2. **ACCIDENTAL INJURY OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA.** If a Member, while outside the Northern California Service Area, is accidentally injured and receives

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emergency treatment, Health Plan shall, subject to the limitations hereafter set forth, pay such Member up to an aggregate maximum of $500.00 on account of expenses actually incurred by such Member for:

a. emergency medical services;
b. emergency hospital services;
c. emergency ambulance service.

3. **EMERGENCY ILLNESS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA.** If a Member becomes ill and requires emergency hospitalization while temporarily more than thirty miles from his regular place of residence and outside the Northern California Service Area, Health Plan shall, subject to the limitations hereafter set forth, pay such Member up to an aggregate maximum of $500.00 on account of expenses actually incurred by such Member for:

a. hospital services received as a registered bed patient in a general hospital;
b. medical services received as a registered bed patient in a general hospital;
c. emergency ambulance service.

4. **CONTINUING OR FOLLOW-UP TREATMENT.** Monetary payment on account of accidental injury or emergency illness is limited to emergency care required before the Member can, without medically harmful or injurious consequences, return to the Northern California Service Area or a contracting hospital or medical office in the nearest other service area. Benefits for continuing or follow-up treatment are provided only at a contracting hospital or medical office in the nearest such service area. If the Member obtains prior approval from Health Plan or a Physician in the Northern California Service Area or the nearest other service area, a portion of the $500.00 allowance may be applied toward the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to such service area for continuing or follow-up treatment.

5. **NOTIFICATION, CLAIMS AND PAYMENT.** Any Member having an emergency illness within the scope of Section L-3 shall notify a Northern California Health Plan office within forty-eight (48) hours after care is commenced.

No claim pursuant to this Section L shall be allowed unless a complete application for payment, on forms to be provided by Health Plan, is filed with a Health Plan office in the Northern California Region within sixty (60) days after the date of the first service for which payment is requested.

M. POST-HOSPITAL EXTENDED CARE SERVICES

Subject to the limitations set forth in this Section, during each Spell of Illness 50 days of Post-Hospital Extended Care Services shall be provided or arranged without charge, and an additional 50 days shall be provided or arranged at a charge of $5.00 per day, except that the number of days of care shall be reduced and offset by all days of Post-Hospital Extended Care Services covered in whole or in part by the Medicare Act that the Member receives during the Spell of Illness from facilities which have not been approved in writing by Medical Group. Post-Hospital Extended Care Services include all drugs, biologicals, supplies, appliances and equipment provided, furnished or arranged by the Extended Care Facility.

Health Plan shall make a reasonable effort to provide or arrange the Post-Hospital Extended Care Services referred to in this Section, and Physicians shall help arrange these Services in appropriate cases, but neither Health Plan nor Physicians undertake to assure their availability.

N. PART A HOME HEALTH SERVICES AND PART B HOME HEALTH SERVICES

Subject to the limitations set forth in this Section, Part A Home Health Services shall be provided without charge for up to 100 visits (during the applicable one-year period) after the beginning of one Spell of Illness and before the beginning of the next; and Part B Home Health Services shall be provided without charge for up to 100 visits during a calendar year; provided, that the number of Part A Home Health Services visits and the number of Part B Home Health Services visits available to the Member under this Section each shall be reduced and offset by all such visits covered in whole or in part by the Medicare Act that the Member receives during the applicable yearly period which are not prescribed or directed by a Physician.

Health Plan shall make a reasonable effort to provide or arrange the Part A Home Health Services and Part B Home Health Services referred to in this Section, and Physicians shall help arrange these services in appropriate cases, but neither Health Plan nor Physicians undertake to assure their availability.

The benefits referred to in this Section are available to Members living outside the House Call Area only when the Physician determines that he can feasibly maintain effective supervision and control of the Member's care.

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FILED
JAN 5 1969
LAURENCE P. HENIGAN, Clerk
By Helen E. Logan
Deputy

AGREEMENT NO. 69-2

(AMENDMENT TO COMMUNITY-WIDE TRANSFER AGREEMENT)
(BETWEEN)
(HOSPITALS AND EXTENDED CARE FACILITIES)

LEONIDAS, INC., doing business as COUNTRYSIDE NURSING AND CONVALESCENT HOME hereby agrees to adhere to and be bound by the provisions of County of Yolo Agreement No. 66-77 entitled "COMMUNITY-WIDE TRANSFER AGREEMENT BETWEEN HOSPITALS AND EXTENDED CARE FACILITIES", dated October 10, 1966, and filed with the Clerk on October 21, 1966.

Dated this 19 day of December, 1968.

LEONIDAS, INC., doing business as
COUNTRYSIDE NURSING AND CONVALESCENT
HOME

BY [signature]
President

BY Leon R. Miguel
Secretary

(SEAL)

Date
Accepted: January 6, 1969

COUNTY OF YOLO

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [signature] DEPUTY

(SEAL)

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Agreement No. 69-3

WOODLAND California

JANUARY 6, 1969

Hazel Dell Miller, Deceased

Grantor

FILED

JAN 28 1969

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 69-3 in the form of a Grant Deed, covering the following described property:

> A strip of land being a portion of the Southwest 1/4 of Section 31, T. 10 N., R. 1 E., Yolo County, California, more fully described as follows:
>
> COMMENCING at the South 1/4 corner of said section; thence North 00°01'08" East along the quarter section line 20.00 feet to the North right of way line of County Road 24, THE TRUE POINT OF BEGINNING; THENCE continuing along said quarter Section line North 00°01'08" East 22.00 feet; thence along a line parallel to and 22.00 feet North of said right of way line North 89°36'37" West 357.22 feet to the centerline of a drainage canal; thence along said centerline South 54°59'52" East 38.73 feet to said North right of way line of County Road 24; thence along said right of way line South 89° 36'37" East 325.48 feet to the true point of beginning.
>
> Containing 0.172 acres, more or less.

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has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on

this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $120.00 for the property as conveyed by Grant Deed No. 69-3 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 59531 with Western Title Company.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. During construction of this project (known as Bridge No. 24-17.55 Work Order No. 4096) and prior to completion, the County will:

1. Construct new irrigation drainage ditch on Grantors property from existing irrigation drainage ditch approximate 77 feet left of Engineers Station 4+60 to existing irrigation drainage ditch approximate 53 feet left of Engineers Station 7+50.
2. Install 15" x 44' C.M.P., with flap gate, left of Engineers Station 4+65 from new irrigation drainage ditch (Item 1 above) into Willow Slough.
3. Relocate existing 24" C.M.P. and inlet structure left of

Engineers Station 7+50 approximately 20 feet left of existing location.

4. Construct gravel driveway apron left of Engineers Station 7+65. Driveway width to be 15 feet.

III. This agreement is expressly subject to the undersigned Grantor's obtaining court approval under the provisions of Probate Code Section 587, in the matter of the Estate of HAZEL DELL MILLER, Yolo County No. 11704. COUNTY agrees, in addition to all of the other consideration herein set forth, to pay the sum of ONE HUNDRED DOLLARS ($100.00) as and for additional legal expense incurred by the undersigned, as Executor of the estate of HAZEL DELL MILLER, in connection with obtaining said court approval.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Approved as to Form
By [signature] JAN 28 1969
County Counsel of Yolo County

[signature]
Executor of the Estate of
HAZEL DELL MILLER, Deceased
Grantor

Recommended for Approval,
By [signature]

[signature]
Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED

JAN 29 1969

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-4

THIS AGREEMENT made and entered into this 28th day of January, 1969, by and between the County of Yolo, State of California, hereinafter referred to as COUNTY and Retailers Credit Association of Yolo County, Woodland, California, hereinafter referred to as RCA

W I T N E S S E T H:

WHEREAS, the Yolo General Hospital, a department of the County of Yolo, requires the services of a collection agency to collect accounts outstanding; and

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WHEREAS, RCA is an established collection agency operating within the County of Yolo, and is willing to aid the Yolo General Hospital in the collection of their outstanding accounts,

FOR AND IN CONSIDERATION as specified below, the parties agree as follows:

1. RCA AGREES:

(a) To accept any assignment of Yolo General Hospital accounts given to it for collection and to expend its best efforts to recover thereon.

(b) To accept as assignments a copy of the statement of charges as used by the Yolo General Hospital.

(c) To remit to Yolo General Hospital sixty-six and two-thirds (66 2/3%) percent of moneys recovered on accounts assigned within ninety (90) days after becoming past due, fifty (50%) percent of moneys recovered on accounts RCA forwards to an out of state agency, and sixty (60%) percent of all moneys recovered on all other accounts, except that any accounts assigned hereunder which are or have been

under the control of either the Public Administrator or Public Guardian of Yolo County, one hundred (100) percent of all moneys collected shall be remitted to Yolo General Hospital.

(d) To render statements to the Yolo General Hospital as of the 25th day of each month showing name of patient and the amount recovered together with the total recovery.

(e) To review all assigned accounts at six (6) months intervals and to return the accounts to Yolo General Hospital only when it has determined from an investigation that the account is uncollectible.

(f) To add no interest charge to any of the assigned accounts.

2. COUNTY AGREES AS FOLLOWS:

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(a) To assign to RCA all accounts that the Administrator or Assistant Administrator of the Yolo General Hospital in their discretion deem necessary.

(b) To make no assignments of any Yolo General Hospital accounts to any other collection agency.

3. The parties hereto further agree that this agreement may be revoked by either party upon thirty (30) days' written notice to the other and any accounts assigned to RCA for collection shall remain with RCA under the terms hereinabove set forth.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Johnson
CHAIRMAN OF BOARD OF SUPERVISORS

RETAILERS CREDIT ASSOCIATION

JAN 20 1969

BY [illegible]

FILED
JAN 21 1969
LAURENCE P. HOLIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-5

LEASE

THIS LEASE made and entered into this 15th day of July, 1968, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and HOUSING AUTHORITY OF THE COUNTY OF YOLO, a housing authority, hereinafter called TENANT,

W I T N E S S E T H:

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WHEREAS, TENANT has entered into a contract with the State of California dated May 8th, 1968, for the purpose of developing and operating a program which will meet the special needs of migratory agricultural workers and their families , including housing, which contract is funded by a grant made by the United States Office of Economic Opportunity to the State of California pursuant to the Economic Opportunity Act of 1964; and

WHEREAS, TENANT is obligated to make an in-kind contribution to the performance of said contract; and

WHEREAS, LANDLORD by and through its Board of Supervisors may do and perform all acts necessary to enable it to participate in the Economic Opportunity Act of 1964; and

WHEREAS, LANDLORD desires to make available to TENANT certain real property to enable TENANT to satisfy said in-kind contribution,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. DESCRIPTION.

LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of real property in Exhibit "A" attached hereto.

2. TERM.

a. The term of this lease shall be for the period that

TENANT develops and operates a program pursuant to said contract with the State of California or any extension thereof.

b. The term shall commence on July 20th, 1968, or such earlier time as TENANT may specify in writing.

3. RENT.

No rent shall be payable pursuant to this lease.

4. USE.

Premises shall be used and occupied only for the purpose of developing and operating a program pursuant to the terms of said contract between TENANT and the State of California or any extension thereof.

5. UTILITIES.

TENANT shall provide and pay all charges for any and all utility services used on the premises during the term of this lease.

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6. IMPROVEMENTS.

Any and all improvements placed upon the premises during the term of this lease shall be constructed and maintained at the sole cost and expense of TENANT.

7. MAINTENANCE AND CONDITION OF THE PREMISES.

a. Acceptance.

By entry under this lease, TENANT accepts the premises in their present condition, and TENANT agrees on the last day of the term or on sooner termination of this lease

to surrender the premises, improvements and appurtenances to the LANDLORD in good order and condition, reasonable use, wear and tear and damage by fire and Act of God or the elements excepted, and to remove all of TENANT'S personal property from the property.

b. Waste.

TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or of any other tenant of LANDLORD on reserved or adjacent property.

c. Maintenance.

TENANT shall care for the leased premises and the approaches to and appurtenances of the leased premises and maintain them in the same order and condition in which received, ordinary wear and tear excepted, and shall make diligent effort to prevent the spread of all noxious weeds and rodents and other vertraebrate pests on the leased premises during the term of the lease and to take reasonable measure to protect the premises from infestations of insects, spiders, mites, snails, shrimps and other such pests. TENANT agrees to make diligent effort to prevent infestations or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might cause damage to crops or other animals grown or maintained on or adjacent to the premises.

8. EXCULPATORY CLAUSE.

Neither LANDLORD nor any officer or employee thereof is responsible for any damage or liability occuring by reason of

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anything done or omitted to be done by TENANT under or in connection with any matter not delegated to LANDLORD under this lease. Pursuant to Government Code § 895.4, TENANT shall fully indemnify and hold LANDLORD harmless from any damage or liability occuring by reason of anything done or omitted to be done by TENANT under or in connection with any matter not delegated to LANDLORD under this agreement.

9. COMPLIANCE WITH LAW.

TENANT shall comply with all the requirements of all governmental authorities in force either now or in the future affecting the premises and shall faithfully observe in its use of the premises all laws, rules and regulations of these authorities in force either now or in the future.

10. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign this lease nor any interest therein and shall not lease or underlet the said premises except in connection with the development and operation or programs described in said agreement between TENANT and the State of California, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer or attempted assignment or transfer of this lease or of any interest therein or underletting except as set forth above, either by voluntary or involuntary act of TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment, transfer, or underletting, without such consent shall be null and void.

11. NOTICES.

All notices to be given to the parties of this lease may be

Micro Film

given by depositing the same in the United States mail, postage prepaid, and addressed to LANDLORD and TENANT, respectively, as follows:

LANDLORD:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

TENANT:

Executive Director
Housing Authority of the County of Yolo
P. O. Box 57
Woodland, California 95695

12. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

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13. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

14. CONSTRUCTION.

The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

15. BINDING ON SUCCESSORS.

Subject to Paragraph 10, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LANDLORD:

ATTEST:

COUNTY OF YOLO, a political subdivision of the State of California

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

BY _____ CHAIRMAN OF THE BOARD OF SUPERVISORS

JAN 20 1959

(SEAL)

TENANT:

HOUSING AUTHORITY OF THE COUNTY OF YOLO, a housing authority

BY _____ CHAIRMAN

BY _____ EXECUTIVE DIRECTOR

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R.P.W. COMPANY, A PARTNERSHIP

That certain parcel of land being a portion of the Northeast one-quarter of Section 6, T. 7 N., R. 3 E., M.D.B.&M., Yolo County, California, as said parcel is shown on that Record of Survey filed in Book 10 of Maps and Surveys at Page 24 in the Office of the Recorder of the County of Yolo more fully described as follows:

BEGINNING at the Northeast corner of said Section 6; said corner also being at the intersection of the centerlines of County Road No. 36 (60 feet wide) and County Road No. 105 (60 feet wide); THENCE Southerly along the East line of said Section 6, said line also being the centerline of said County Road No. 105, South 07°02'13" East 1348.94 feet; thence Westerly along a line parallel with the North line of said Section 6, North 89°20'53" West 530.27 feet; thence Northerly along a line parallel with the East line of said Section 6 North 07°02'13" West 1348.94 feet to the North line of said Section 6; thence Easterly along said North line, said line also being the centerline of said County Road 36, South 89°20'53" East 530.27 feet to the point of beginning.

Containing 16.273 acres gross and 15.000 acres excluding the area lying within roads.

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Exhibit "A"

Book

AGREEMENT NO. 69-6

FILED
FEB - 4 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Contract No. Omnibus No. 3

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of January, 19 69, by and between

Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

"the work consists in general of reconstructing and resurfacing portions of certain streets at various locations within the County of Yolo"

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

"Omnibus Contract"

(Plan Index No. ----------) (WO #Margin -

W.O. #
4076
4079
4092
4095
4097-99
4125-28
5089-91
5094

Approved Dec. 5, 1968 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Forty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

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ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: FEB - 4 1969

County Counsel

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy

COUNTY OF YOLO

By _____

Chairman of the Board of Supervisors

GRANITE CONSTRUCTION COMPANY

By _____

H. B. Scott, President

Contractor

Book

FILED
JAN 28 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-7

LAND CONSERVATION AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 27th day of January, 1969, by and between CARL E. RODEGERDTS and HILDA M. RODEGERDTS, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Agree-71-191

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-4; and

Amended by

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax is abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land

Conservation Act and in the public interest. The existence of an opportunity for another use of the land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

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(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of thepreserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By _____
DEPUTY

OWNER

_____

_____

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STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On January 28th, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

NOTARY PUBLIC

My Commission Expires: 11-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

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On this January 27, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared CARL E. RODEGERDTS and HILDA M. RODEGERDTS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 27th day of January, 1969.

NOTARY PUBLIC

My Commission Expires: 3/29/72

CECIL V. SINCLAIR
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
MY COMMISSION EXPIRES 3/29/72

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The East one-half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 35 and the South one-half (S 1/2) of Section 36, Township 11 North, Range 1 West, M. D. B. & M.

The South one-half (S 1/2) of Section 31, Township 11 North, Range 1 East, M. D. B. & M.

The West one-half (W 1/2) of Section 6, Township 10 North, Range 1 East, M. D. B. & M.

All of Section 1, and the East one-half (E 1/2) of the East one-half (E 1/2) of Section 2, Township 10 North, Range 1 West, M. D. B. & M.

EXHIBIT "B"

PERMITTED USES

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A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as,but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for heardsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.
17. Public and private hunting clubs with no permanent buildings.
18. Electrical transmission substations, communications equipment buildings and public utility service yards.
19. Public and private hunting clubs with permanent buildings.
20. Agricultural labor camps.

Micro Etched

FILED
JAN 27 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

RESOLUTION NO. 69-5

(Resolution Finding Agreement Substantially Similar to Contract, Parcels to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-4; and

WHEREAS, the following described real property is found within said Preserve: Assessor's Parcels Numbers 19-391-07, 19-401-21, 19-402-22, 21-800-06, 21-800-07, 25-010-01, and 21-010-22; and

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WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

WHEREAS, CARL E. RODEGERDTS and HILDA M. RODEGERDTS are the owners of said real property and as owners have signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that no parcels covered by said agreement are within one mile of any incorporated city in this County at the time the agreement covering said parcels was executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referred to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 27th day of January, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Micro Fiched

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

FILED
MAR 11 1969
LAURENCE P. HENIGAN, Clerk
By Ruth E. Lucas
Deputy

AGREEMENT NO. 69-B

THIS AGREEMENT made this 27th day of January, 1969, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY and the CITY OF WOODLAND, hereinafter referred to as CITY,

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into various agreements the last of which expired on June 30, 1968, with respect to the City maintained garbage dump located on County Road 102 approximately two miles south of State Highway Route No. 16 which gave residents of the unincorporated area of the County of Yolo the privilege of depositing refuse in the Woodland City Dump and in return COUNTY agreed to pay certain sums and perform certain acts for said privilege; and

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WHEREAS, it is desired by the parties to enter into a new agreement setting forth their rights and obligations respecting said Woodland City Dump from and after July 1, 1969;

NOW, THEREFORE, IT IS AGREED as follows:

1. The residents of the unincorporated area of Yolo County shall have the privilege of depositing refuse in the Woodland City Dump in the manner and at the times as CITY may prescribe by rules and regulations governing said dump.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the following sums:

a. The sum of TWO THOUSAND DOLLARS ($2,000.00) per year, said sum to be paid in two (2) installments of ONE THOUSAND DOLLARS ($1,000.00) each, the first installment to be paid on November 1 of each year,

and the second installment to be paid on April 1 of each year, and

b. A sum equal to the amount of property taxes levied on the dump site required to be paid by CITY each year, said sum to be paid on November 1 of each year.

3. The terms of this agreement shall commence on the 1st day of July 1968, and shall terminate on the 30th day of June 1969, and shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated in writing by either party at least thirty (30) days prior to the expiration of the term or any renewal term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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CITY OF WOODLAND

BY _____

Book

AGREEMENT NO. 69-9

THIS AGREEMENT, made and entered into this ____day of January, 1969, by and between the Counties of SOLANO, YOLO, and COLUSA, each a body politic and corporate, organized and existing under and by virtue of the law of the State of California.

WITNESSETH:

WHEREAS, pursuant to the authority of Section 900 et seq. of the Welfare and Institutions Code of the State of California, the parties hereto have heretofore by ordinance established a forestry camp for wards of the juvenile courts of said counties at Fouts Springs in the County of Colusa, known as Fouts Springs Boys' Camp; and

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WHEREAS, the parties hereto have heretofore entered into an agreement which has been amended from time to time providing for the administration and operation of said camp; and

WHEREAS, it is the desire of the parties hereto to enact this agreement for a period of five (5) years, and to set forth the terms and conditions by which the said camp shall be operated and the method and procedure of financing said camp, and to supersede the pre-existing agreement and all amendments pertaining thereto;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, conditions and obligations on the part of each contracting party as hereinafter specified, it is mutually agreed, contracted and covenanted as follows:

1. That pursuant to Division 2, Part 1, Chapter 2, Article 12 of the Welfare and Institutions Code, and of Chapter 363 of the 1921 Statutes of California, as amended, Solano, Yolo and Colusa Counties have established a forestry camp for wards of the Juvenile Courts of said counties and will pass all necessary ordinances, resolutions and orders, and will make such appropriations and budget allowances as shall be necessary to carry out this agreement.

2. (a). Said camp shall be jointly operated by Solano, Yolo and Colusa Counties. Said camp shall be in charge of a superintendent who shall be selected and appointed by the Solano, Yolo and Colusa County Probation Officers subject to ratification by the Board of Directors of Fouts Springs Boys' Camp on behalf of the respective Boards of Supervisors. Said Board of Directors shall consist of two (2) members of each of the Board of Supervisors of said Counties to be selected by their respective boards and to serve as a director at the pleasure of each of said Boards of Supervisors. Said Board of Directors shall have the power to supervise the camp, to make necessary rules and regulations for its maintenance, operation, upkeep and safekeeping, and to do all things necessary and incidental to carry out the foregoing powers.

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(b) (i) Said Board of Directors shall prepare a budget for each fiscal year showing amounts for Salaries & Wages, Services & Supplies, Fixed Assets and Appropriations for Contingencies, together with estimated revenues. This budget shall be

submitted to the administering county for inclusion in the compilation of budget requests and further it shall be submitted for approval by the respective Boards of Supervisors. Upon approval by the Boards of Supervisors the administering county shall include such approved camp budget in its preliminary county budget. Said preliminary budget shall constitute the appropriation from which the Board of Directors may make expenditures for Salaries & Wages, excepting new positions, and Services & Supplies. Pending final budget approval, the Board of Directors shall have the authority to enter into necessary contracts and make necessary expenditures for the purchase of and/or construction of Fixed Assets, or employ new positions, when the respective Boards of Supervisors, upon recommendation of the Board of Directors, specifically commit themselves to approve the inclusion of these items in the final budget.

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(b) (ii) Any necessary changes from the preliminary budget as determined by the Board of Directors shall be submitted to the respective Boards of Supervisors for approval. Upon approval of these changes the administering county shall incorporate them into its final county budget which then becomes the final authority for the Board of Directors to make expenditures. Any such changes however shall not effect the validity or the obligation arising out of, any contract entered into or expenditure made as set forth above. Notwithstanding the above, any contract of purchase or contract of construction for Fixed Assets or expenditures for Salaries & Wages and Services & Supplies in

excess of the amounts provided in the final budget shall not be binding on any of the respective counties unless and until such contract or expenditures has been ratified and the necessary appropriations have been approved by the Boards of Supervisors of the respective counties.

(c) The County of Solano shall be charged with the administration of said camp; the County of Colusa shall be charged with building inspections and health inspections at said camp.

3. The camp shall be located at Fouts Springs in the County of Colusa or at such other place as said counties shall mutually agree upon.

4. Said counties are each guaranteed the right to at all times have available to the wards of their respective Juvenile Courts, the following percentage of the total number of placements for which the samp is designed.

(a)	Solano County	58 percent
(b)	Yolo County	34 percent
(c)	Colusa County	8 percent

Micro Fiched

5. The initial expenditure for the Fixed Assets expense shall be on a predetermined percentage basis as determined by assessed valuation and population of the respective counties, and for the period January 1, 1969, through December 31, 1974, the counties shall contribute as follows:

(1)	Solano County	58 percent
(2)	Yolo County	34 percent
(3)	Colusa County	8 percent

6. (a) The method of determining the percentage of each county's participation for the cost of maintenance and operation under this agreement shall be by dividing the total number of camper days into the total expenses of each calendar month and then multiplying the resulting camper day rate by the number of camper days charged to each county. Each county shall be billed quarterly for maintenance and operation expenses as determined by this formula.

(b) State subvention payments shall be authorized by the said counties to be paid to the administering county, said subvention payments shall be credited to the next quarterly payment of the participating counties as provided in the formula under Section 6 (a) hereof by the administering county as said payments are received.

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7. (a) All expenses of said camp shall be initially paid by the administering county by proper warrants drawn upon its Treasury. The administering county shall bill each county on a calendar quarter basis for an advance payment of each county's estimated share for the immediately succeeding quarter. At the conclusion of each calendar quarter the administering county prepare an itemized statement showing the expenses and charges against each county's advance. The resulting balance shall be added to the estimate of advance payment for the ensuing quarter to arrive at the total amount due. In estimating the quarterly advanced payment, the administering county shall include therein all anticipated revenue and subsidies. Such statement thereupon shall be presented by the Solano County Auditor to the Boards of Supervisors of each county in the form of a claim, and, if found

proper, shall be allowed by said Boards of Supervisors and paid in the manner required by law.

(b) All income derived from the operation of the camp shall be paid to and collected by the superintendent, or such officer or employee as is designated by the Board of Directors, and shall be deposited in the Boys' Camp Fund.

(c) For administration purposes the personnel of said camp shall be employees of Solano County, but shall be under the supervision and control of the Board of Directors.

(d) Solano County, as the administering county, shall be entitled to charge the counties of Yolo and Colusa for their prorata share of costs of administering said camp, in the amounts and in the manner approved by the Board of Directors.

8. The payment of workmen's compensation, by award or otherwise, shall be borne by the parties, in the same manner and in the same proportion as provided herein for operating costs of said camp under Section 6(a).

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9. The title to all property of the camp shall vest in Solano, Yolo and Colusa Counties as tenants in common. When the joint operation of said camp ceases, all property and surplus money on hand after such termination shall be divided among, Solano, Yolo and Colusa Counties in proportion to the contributions made by the contracting parties to the acquisition of such property and surplus money. It is agreed that at the termination of said joint operation, if any one of three said counties desire to sell its interest of the property so acquired, the other counties shall have the option of purchasing such property at the book value of

the interest of the county desiring to sell. Said book value shall be determined by the Board of Directors as of the date of the termination of joint operation of the camp. In the event the remaining participating counties should discontinue the operation of said camp and dispose of the property at a value in excess of the book value, former participating counties shall be entitled to their share of the excess if the sale is made within three (3) years of their withdrawal from this participating agreement.

10. The Board of Directors may in their discretion admit wards of Juvenile Courts from non-participating counties at a rate to be charged said counties as may be established by said Board of Directors.

11. This agreement shall be in force and become effective for a period of five (5) years from and after January 1, 1969, and shall supersede any and all other agreements heretofore made or entered into between the parties. This contract shall continue in force and effect after the expiration of said five (5) year period, subject to the right of the parties to terminate it by written notice served upon the other parties at least one (1) year in advance of the proposed termination date. Notwithstanding anything in this agreement to the contrary, this agreement may be terminated at any time upon the mutual agreement of Solano, Yolo and Colusa Counties.

IN WITNESS WHEREOF, Solano, Yolo and Colusa Counties pursuant to Resolution duly passed by their respective Boards of

Supervisors, have caused this contract to be executed by the duly authorized officers on the date first set forth in this agreement.

COUNTY OF SOLANO, a body politic and corporate

BY Wallace L. Brazelton
Chairman, Board of Supervisors

ATTEST:

NEIL CRAWFORD

County Clerk and ex-officio Clerk of the Board of Supervisors
by Ellen Stanner Deputy

Micro Fiched

COUNTY OF YOLO, a body politic and corporate

By Arthur A. Edmonds
Chairman, Board of Supervisors

FEB - 3 1969

ATTEST:

LAURENCE P. HENIGAN

County Clerk and ex-officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

COUNTY OF COLUSA, a body politic and corporate

By _____
Chairman, Board of Supervisors

ATTEST:

_____

County Clerk and ex-officio Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____

FILED
FEB 11 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-10

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this third day of February, 19 69, by and between

Talini Landscaping

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

the sprinkler irrigation system and landscaping at the new Yolo County Jail in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

County Jail Planting Plan (2 sheets)

(Plan Index No.) (WO # 0402)

Approved _____(date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

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ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within fifteen (15) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

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IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel

FEB 1 [illegible]

ATTEST:

Laurence P. Hanigan, Clerk

By [illegible], Deputy

COUNTY OF YOLO

By [illegible]

Chairman of the Board of Supervisors

By [illegible]

Contractor

Agreement No. 69-11

Woodland, California

January 23, 1969

Heidrick Associates,

a partnership
Grantor

FILED
FEB - 4 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 69-4 in the form of a Grant Deed, covering the following described property:

A strip of land, being a portion of Section 6, T. 9 N., R. 1 E., M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the North Quarter Corner of said Section 6; THENCE along the North line of said Section, said line is also the South line of County Road 24, South 89°33'10" East 400.00 feet; thence South 00°26'50" West 42.00 feet; thence along a line parallel to and 42.00 feet South of said North line the following two courses, (1) North 89°33'10" West 399.97 feet, (2) North 89°36'37" West 799.98 feet; thence North 00°23'23" East 22.00 feet to the South line of said County Road 24; thence along said line South 89°36'37" East 799.99 feet; thence North 00°25'06" East 20.00 feet to the point of beginning.

Containing 0.790 acres, more or less.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this

account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $641.00 for the property as conveyed by Grant Deed No. 69-4 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an Escrow Number 59530 with Western Title Company.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. During construction of this project (known as Bridge No. 24-17.55 Work Order No. 4096) and prior to completion, the County will:

1. Construct new irrigation ditch on Grantor's property from existing irrigation ditch approximately 45 feet right of Engineer's Station 0-30 to existing irrigation ditch approximately 90 feet right of Engineer's Station 4+87.
2. Construct gravel field access road, with 20 foot gate and necessary roadside culvert, from right of Engineer's Station 3+50 to conform with existing field access road at 65 feet right of Engineer's Station 4+87. Road width to be 20 feet.
3. Install 30' by 30" ID corrugated metal pipe culvert approximately 80' right of Engineer's Station 3+50.

4. Construct gravel driveway apron right of Engineers Station 8+00.

5. Grantors hereby agree to permit County, or its Contractor, to enter upon the lands of Grantors as may be necessary to accomplish the work described above.

D. It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned within the Right of Way, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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Approved as to Form
Date FEB - 4 1969
County Counsel of Yolo County

Heidrich Associates
by Fred Heidrich
Grantor Managing Partner

Recommended for Approval,
By H. Van Leyen

COUNTY OF YOLO
Arthur H. Edmonds
Chairman of the Board of Supervisors
County of Yolo, State of California FEB - 3 1969

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED
FEB 13 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-12

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 1st day of February, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ROX CARL, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on FEBRUARY 1, 196 9 , and continue until written notice of cancellation is served by either party on the other, at least 60 calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall

perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

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As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be

undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
PETE E. LUCAS
Deputy

(SEAL)

Rox Carl
ROX CARL, M. D.

FILED
FEB 13 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-13

(Agreement for Services as Medical Director)

THIS AGREEMENT made and entered into this 1st day of February, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ROBERT E.FISCHER, M. D., hereinafter referred to as MEDICAL DIRECTOR,

W I T N E S S E T H:

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RECITALS:

1. MEDICAL DIRECTOR is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain MEDICAL DIRECTOR'S services as the full time Medical Director of Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, MEDICAL DIRECTOR agrees to provide medical care within the scope of his medical training and Yolo General staff privileges to out-patients, emergency patients and in-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of MEDICAL DIRECTOR shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by him.
   b. The staff time of MEDICAL DIRECTOR shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
   c. That MEDICAL DIRECTOR shall under administrative direction plan, direct and participate in providing

professional medical care in the Yolo General Hospital and perform such administrative duties as may be required to coordinate the care of patients and related activities of the professional staff. The MEDICAL DIRECTOR is responsible to the Board of Supervisors for the maintenance of specific standards governing the admission of patients as to medical need, subject to the provisions of law. He shall maintain professional standards as are required for accreditation by the Joint Commission on Accreditation, and shall be responsible for the selection of the contracting staff physicians.

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d. That in addition MEDICAL DIRECTOR shall be required to reside in the residence provided on the hospital grounds at no cost to himself for rent, upkeep and utilities for the convenience of the COUNTY.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay MEDICAL DIRECTOR the sum of $2,400 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to MEDICAL DIRECTOR at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the County Executive, but in no event prior to the expiration of six months service. In the event this contract is terminated MEDICAL DIRECTOR shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring MEDICAL DIRECTOR for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on FEBRUARY 1, 1960, and continue until written notice of cancellation is served by either party, at least 90 calendar days in advance of the date of cancellation.

Micro Fiched

b. In the performance of the work, duties and obligations devolving upon him under this agreement, MEDICAL DIRECTOR is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which MEDICAL DIRECTOR shall perform his work and functions except that MEDICAL DIRECTOR does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practaces in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and MEDICAL DIRECTOR makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. MEDICAL DIRECTOR is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care

at Yolo General Hospital. As a full time contract physician, MEDICAL DIRECTOR receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates MEDICAL DIRECTOR for all services performed at Yolo General Hospital, and MEDICAL DIRECTOR agrees not to engage in the private practice of medicine during the effective life of this agreement.

As a hospital-based physician at the Yolo General Hospital, MEDICAL DIRECTOR will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII of the Social Security Act, for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by MEDICAL DIRECTOR for such patient in Yolo General Hospital during the term of this agreement will be undertaken in MEDICAL DIRECTOR'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

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d. MEDICAL DIRECTOR hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from MEDICAL DIRECTOR at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties hereto have executed

this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

(SEAL)

_____
ROBERT E. FISCHER, M. D.

Micro Fiched

FILED

FEB 1 3 1969

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-14

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 1st day of February, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CARL TUNICK, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

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1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on FEBRUARY 1, 196 0, and continue until written notice of cancellation is served by either party on the other, at least 60 calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall

perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

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As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be

undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Filmed

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Lucas
Deputy

(SEAL)

Carl Tunick, M.D
CARL TUNICK, M. D.

FILED

MAR 17 1969

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-15

THIS AGREEMENT entered into this 10th day of February, 1969, by and between COUNTY OF YOLO, hereinafter called "Agency", and PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Owner",

W I T N E S S E T H :

WHEREAS, Agency contemplates construction of a realignment of County Road 102 from County Road 14 to State Highway 113, Yolo County, California; and

WHEREAS, Owner maintains certain electric pole line facilities hereinafter called facilities, which will interfere with Agency's project; and

WHEREAS, Agency has requested and Owner is willing to rearrange said facilities to eliminate such interference;

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NOW, THEREFORE, it is hereby mutually agreed as follows:

1. Upon the receipt by Owner of notice in writing from Agency, Owner will commence and thereafter diligently prosecute the rearrangement of its facilities as nearly as possible in accordance with Owner's Drawing No. GM 446846 attached hereto and marked Exhibit A, provided, however, that Owner shall not be obligated to perform such work until it has acquired necessary land rights in form satisfactory to Owner for any of Owner's facilities which must be replaced in a new location.

2. In the event the construction of temporary facilities is necessary, Owner may use lands owned or controlled by Agency for the purpose of making such temporary installation provided that Agency shall have approved the location thereof. Upon completion of construction of such facilities in their permanent location, Owner shall remove all temporary facilities.

3. Upon the completion of the work Agency shall reimburse Owner for 59% xxxxx of the actual net cost which Owner has incurred in effecting the arrangement of its facilities including costs, if any, involved in any temporary rearrangement. The actual net cost is presently estimated to be $10,936, of which Agency's share is $6,452 xxxxx.

4. Agency shall convey or cause to be conveyed to Owner all necessary land or land rights in a form satisfactory to Owner to permit Owner to install its facilities in a new location or reimburse Owner for its costs incurred in acquiring such land or land rights; provided, however, that in satisfaction of this obligation of Agency, Agency and Owner may enter into a Joint Use Agreement for the portion of said facilities shown in blue on Exhibit B, said Joint Use Agreement to be in the form attached and marked Exhibit C. Owner will convey or quitclaim to Agency its land or land rights occupied by facilities to be abandoned or removed within the land or rights of way required by Agency for the construction of its project.

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5. Actual cost will be determined in accordance with the uniform systems of account prescribed for utility companies by the Public Utilities Commission of the State of California or Owner's regularly established accounting practices and will include, but will not be limited to, the following charges: Surveying costs, acquisition of land rights, labor and payroll taxes, materials and supplies, transportation, stores and tool expense, supervision and overheads, and an allowance for workmen's compensation and public liability and property damage insurance.

6. Agency will be allowed credit for:

(a) Betterments defined as replacements with facilities at greater costs because of greater capacity, durability or efficiency than those replaced.

(b) Salvage value of any materials removed and retained by Owner, the replacement cost of which is charged to Agency.

(c) Depreciation based on the estimated reproduction cost of the facilities replaced, and computed by using sinking fund depreciation methods and mortality dispersions and average service life based on Owner's experience.

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7. Within thirty (30) days after receipt of Owner's invoice for the amount due Owner hereunder, Agency shall reimburse Owner for the amount billed, provided, however, that Agency shall have reasonable access to Owner's accounts and records for the purpose of auditing said invoice.

8. The provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers this day and year first hereinabove set forth.

Approved as to form
Date: DEC 5 1989
County Counsel of Yolo County

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

PACIFIC GAS AND ELECTRIC COMPANY

By _____

DIVISION MANAGER

JOINT USE AGREEMENT

THIS AGREEMENT, entered into this_____day of_____, 19_____, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company", and the _____, hereinafter called "Agency",

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", described as follows:

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EXHIBIT C

and

WHEREAS, Agency has acquired certain lands for _____

_____

in the vicinity of _____ , County of _____, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to the Company's easement, and

WHEREAS, Company's facilities installed pursuant to Company's easement will interfere with _____,

and Agency desires to eliminate such interference,

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. The location of Company's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

Micro Fiche

2. Company does hereby surrender and quitclaim to Agency all of Company's right, title and interest under and by virtue of Company's easement in the old location within said Agency right of way and not included in said new location.

3. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of _____ over, along and upon Company's easement in the new location subject to Company's right and easement to use said new location for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

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4. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said new location. Both Agency and Company shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

By_____

Attest _____

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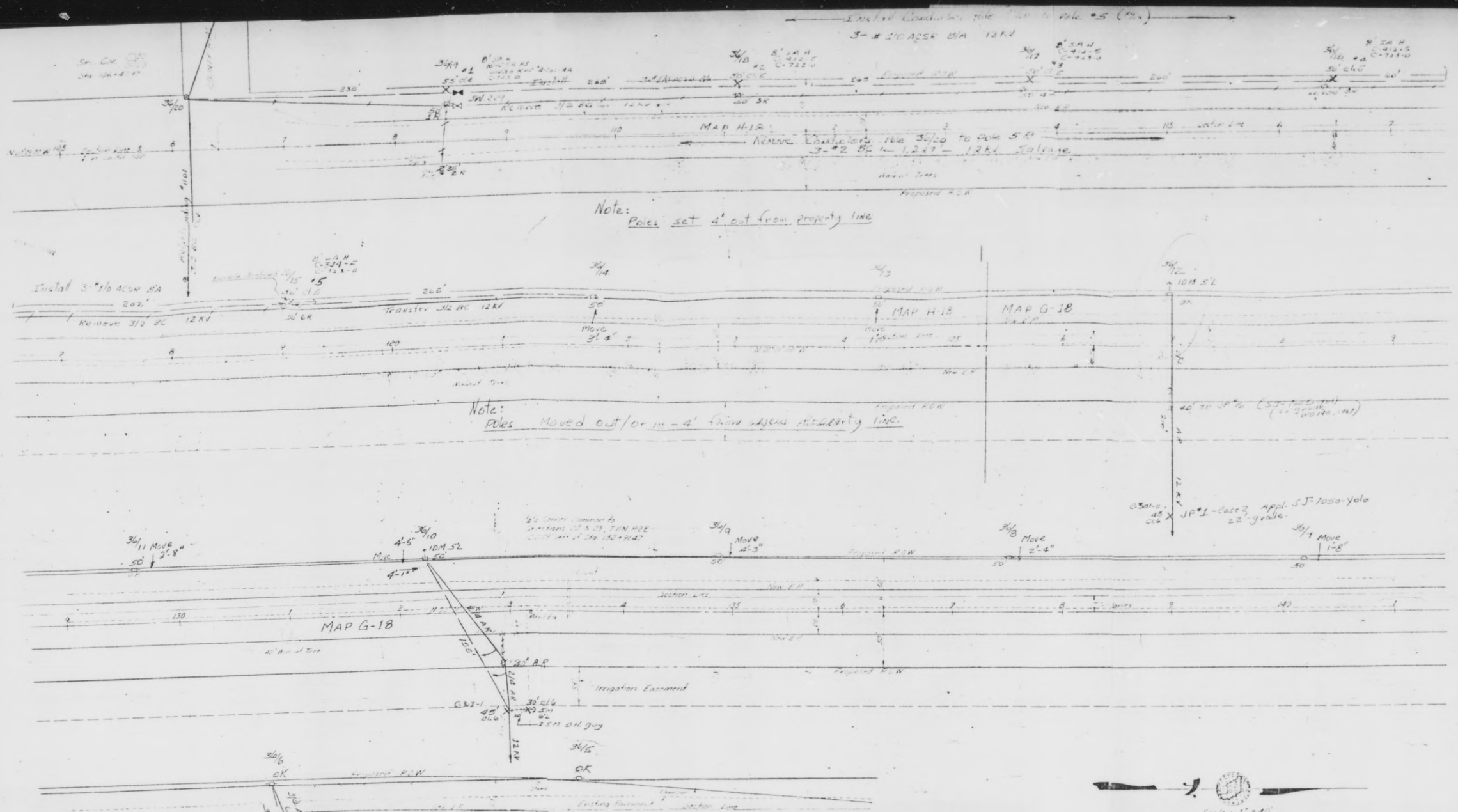
_____

By_____

Attest _____



Yolo Dist. L.E. 106-E-Yolo GM446846

EXHIBIT A

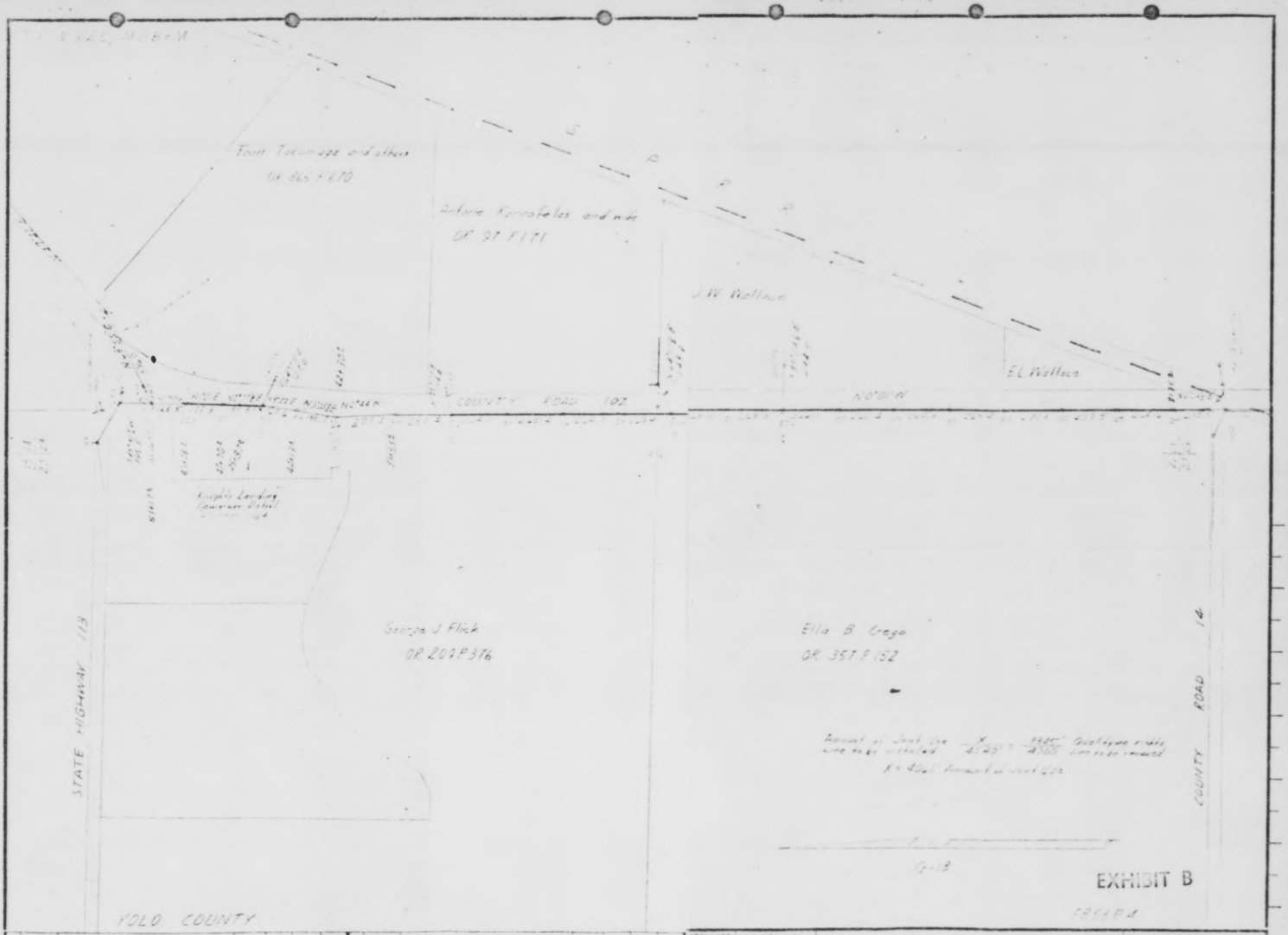
REVISIONS		
NO	DATE	DESCRIPTION

YOLO COUNTY
ENGINEERS OFFICE
DEPARTMENT OF PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

COUNTY ENGINEER R.E. 6906

COUNTY ROAD 102
PROPOSED IMPROVEMENTS
FROM COUNTY ROAD 14
TO STATE HIGHWAY 113

DATE
SHEET 2 of 3
DESIGNED BY
DRAWN BY
CHECKED BY



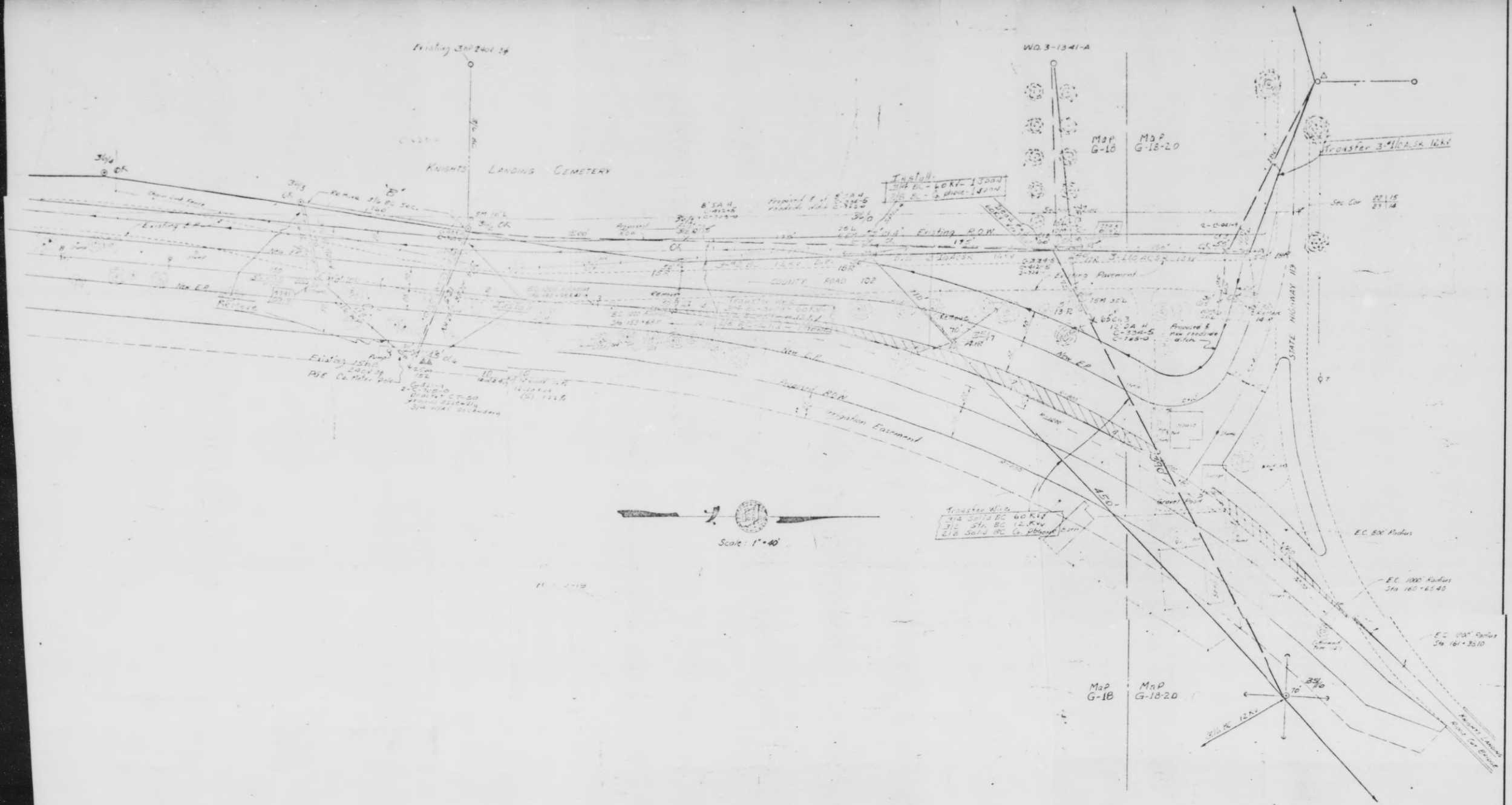
NO.	DATE	DESCRIPTION	DR.	BY	CK.	APPD.	NO.	DATE	DESCRIPTION	DR.	BY	CK.	APPD.

TABLE OF CHANGES — TABLE OF CHANGES

APPROVED BY

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

BILL OF MATERIAL
DRAWING LIST
SUPERSEDES
SUPERSEDED BY
SHEET NO.



Yolo Dist L.E. 106-E-Yolo GM 446646

EXHIBIT A

REVISIONS		
NO.	DATE	DESCRIPTION

YOLO COUNTY
ENGINEERS OFFICE
DEPARTMENT OF PUBLIC WORKS
203 LINCOLN AVENUE
WOODLAND, CALIFORNIA

COUNTY ENGINEER R.E. [illegible]

COUNTY ROAD 102
PROPOSED IMPROVEMENTS
FROM COUNTY ROAD 14
TO STATE HIGHWAY 113

DATE [illegible]
SHEET 3 of 3
DESIGNED BY [illegible]
DRAWN BY [illegible]
CHECKED BY [illegible]
JOB NO. [illegible]

FILED
MAR 18 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 69-16

AGREEMENT PROVIDING FOR THE ADMINISTRATION OF WAR ON POVERTY PROGRAMS IN YOLO COUNTY, CALIFORNIA

THIS AGREEMENT made and entered into this 13th day of February, 1969, by and between the Yolo County Board of Supervisors as the Community Action Agency for Yolo County, hereinafter referred to as GOVERNING OFFICIALS, and the ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation,

W I T N E S S E T H:

WHEREAS, the Yolo County Board of Supervisors on May 13, 1968, designated itself as the Community Action Agency for Yolo County and has since received recognition as such from the Federal Office of Economic Opportunity; and

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WHEREAS, there currently exists the Economic Opportunity Commission of Yolo County, Inc., a non-profit corporation, which is administering the various war on poverty programs in Yolo County; and

WHEREAS, it is deemed to be in the best interests of all parties and persons concerned that this non-profit corporation continue to administer the war on poverty programs in Yolo County;

NOW, THEREFORE, the parties to this agreement do hereby agree as follows:

ITEM I - PURPOSE

The purpose of the Yolo County Community Action Agency is to provide a sufficient number of projects or components to provide, in total, a range of services and activities having a measurable and potentially major impact on the causes of poverty in the areas of the county where poverty is a particularly acute problem.

ITEM II - GOVERNING OFFICIALS

A. MEMBERSHIP: The governing officials of the Yolo County Community Action Agency shall be the Yolo County Board of Supervisors.

B. POWERS: The governing officials shall have the following powers:

1) Final approval of the appointment of the CAA Director;
2) Final approval of all personnel, program and fiscal policies;
3) Final approval of overall program plans and priorities;
4) Final approval of all program proposals and budgets;
5) Final approval of all delegate agency agreements;
6) Enforcement of compliance with all conditions of OEO grants;
7) Selection of its own officers and committees and establish rules of procedure.

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C. MEETINGS: The governing officials shall meet at least once a month at a date and time to be made public at least one week in advance of said meeting.

D. PARTICIPATION: It is the policy of the governing officials that its participation in the various poverty programs and projects shall be contingent upon the availability of federal and state funds for support of the programs and projects.

ITEM III - ADMINISTERING BOARD

A. DESIGNATION: The Economic Opportunity Commission of Yolo County, Inc., shall constitute the administering board of the Yolo County Community Action Agency.

B. MEMBERSHIP: Membership shall be in accordance with Federal statutes and regulations governing membership.

1. Number: The administering board shall consist of not more than fifty-one (51) members. The initial number

of members shall be thirty-nine (39) as approved by the governing officials.

2. Structure: At least one-third of the administering board shall be representatives of the poor in Yolo County; not more than one-third shall be public officials as defined by C.A.P. Memorandum No. 81 dated February 15, 1968; the remaining number shall represent private organizations and interests. Any member selected to represent a given geographical area must reside in that area.

3. Method of Selection:

   a) Representatives of the poor shall be selected by a democratic selection process which insures maximum feasible participation of the poor. Micro Fiched

   b) Public officials or their representatives shall be selected by the governing officials except in the case of independent public agencies which shall select their own representatives.

   c) Representatives of private organizations and interests shall be selected by the organizations and interests themselves.

4. Term of Office: Members of the administering board, other than public officials or their representatives, shall not serve for more than three (3) consecutive years or a total of six (6) years.

5. Change in Membership:

   a) Any community agency or any representative group of the poor which feel themselves inadequately represented may petition for adequate representation. The petition must be submitted in writing to the governing officials; it must contain the signatures of at least 25% of the petitioning group as well as a statement of the reason the group feels that it is not adequately represented.

b) The petition will be heard at a public meeting of the governing officials who, after consulting with the administering board, shall prepare a written statement of its actions and submit a copy to the Regional Office of OEO.

c) If a petition is approved the governing officials, after consultation with the administering board, shall take the necessary action to realign the total membership to maintain the proper representation of public officials and the poor as required by law.

C. POWERS: The administering board shall have the following powers:

1. All powers of the governing officials, as described in ITEM II B which are not directly exercised by those officials or delegated to area policy boards.

2. The right to reasonable advance notice of, and an opportunity to make recommendations to the governing officials concerning the exercise of, all powers listed in ITEM II B which those officials have not delegated to the administering board.

Micro Fiched

3. Supervision of the administration of all OEO policies and standards and of all program, administrative and financial policies and rules adopted by the governing officials, including elaboration, supervision and enforcement in the first instance, of all such policies and rules.

4. Selection of its own officers, executive committee (if any) and other committees, and (where approved by OEO and provided for in the budget) its own staff to assist in performing its functions.

D. RESPONSIBILITIES: The administering board shall be responsible for:

1. The day to day operation, administration and coordination

of the various approved war on poverty programs in order to achieve established goals and objectives.

2. Assuring that all Federal requirements as to conformity are met. Where action of the governing officials is required in order to achieve conformity, the administering board shall prepare a recommended action for consideration by the governing officials.

3. Submitting to the governing officials at least quarterly, and more frequently if requested, a progress report on each of the funded programs, outlining how the program is meeting its goals and objectives.

4. Preparation, for consideration and approval of the governing officials, of the funding request for each new program year in accordance with all federal requirements as to timing, procedure and other matters.

5. Keeping the governing officials fully informed of developments within the war on poverty program, either of a legislative or administrative nature which would affect the operation of the program within Yolo County.

E. MEETINGS:

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1. The administering board shall meet at least once each month for the conduct of its regular business. Notification of the time and place of the meeting and a copy of the agenda shall be sent to each of the governing officials no later than five days prior to the date of the meeting. All meetings of the administering board shall be open to the public, except as may be otherwise permitted by law.

2. The official minutes of each meeting of the administering board shall be sent to each of the governing officials no later than ten (10) days after the date of each meeting.

3. Quorum requirements for meetings of the administering

board shall be at least fifty (50) percent of the total membership of the Board. No action of the administering board shall be binding in the absence of the proper quorum. Every effort shall be made to hold meetings of the administering board and its committees at such times as will enable the representatives of the poor to be in attendance.

F. COMMITTEES: All committees of the administering board shall be organized in accordance with federal requirements as to composition.

ITEM IV - PERSONNEL

A. All personnel employed in the various programs designed to combat poverty shall not be employees of the County of Yolo, but shall be employees of the Economic Opportunity Commission of Yolo County, Inc. or its delegate agencies.

B. Any increase in personnel of Economic Opportunity Commission of Yolo County, Inc. which exceeds the number of personnel authorized by the approved budget shall require prior approval of the governing officials.

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C. Personnel employed by Economic Opportunity Commission of Yolo County, Inc. within the limitations of the approved budget shall only be employed after approval of the administering board upon recommendation of the personnel committee.

D. All personnel of the Economic Opportunity Commission of Yolo County, Inc. shall be paid a salary consistent with the salary schedule of the County of Yolo for the same or similar positions.

ITEM V - FISCAL

A. All funds received for financing the war on poverty programs consisting of both public grants and private donations shall be deposited in a special trust fund in the Yolo County

Treasury and no disbursements shall be made therefrom except on a duly issued warrant of the Yolo County Auditor.

B. The Yolo County Auditor shall make monthly lump sum allotments to the Economic Opportunity Commission of Yolo County, Inc. for the operation of the various programs in accordance with the approved budgets. Said allotments shall be approved by the governing officials, provided such funds have been received from the federal or state government.

C. The Yolo County Auditor shall prescribe the necessary procedures and controls to assure the accurate accounting for all receipts, encumbrances, expenditures and balances of money by the Economic Opportunity Commission of Yolo County, Inc.

D. The Yolo County Auditor shall audit the books and fiscal records of the Economic Opportunity Commission of Yolo County, Inc. once every six months, or more frequently if deemed appropriate, and submit an audit report to the governing officials. Such audit shall be a charge against the Commission.

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E. All checks issued by the Economic Opportunity Commission of Yolo County, Inc. shall be signed by the Director or Chief Fiscal Officer <u>and</u> the President of the Commission or the Chairman of the Finance Committee.

ITEM VI - INVENTORY

A. The administering board shall be responsible for the maintenance and accounting for all property of Economic Opportunity Commission of Yolo County, Inc. in which the Federal Government holds an interest or residual power of disposition. A copy of all inventories shall be filed with the governing officials.

B. No inventory acquisition of a fixed assets nature such as cars, trucks, office furniture and equipment, etc. shall be

made by Economic Opportunity Commission of Yolo County, Inc. without prior approval of the governing officials.

ITEM VII - BUDGETS

A. No change of any type shall be made by Economic Opportunity Commission of Yolo County, Inc. in any program budget from that approved in the grant application without prior approval of the governing officials.

B. No expenditure in excess of the approved budget allocation shall be made by Economic Opportunity Commission of Yolo County, Inc. without prior approval of the governing officials.

ITEM VIII - DIRECTOR

The Director of the Yolo County Community Action Agency shall be responsible for carrying out the policies of the administering board and its committees.

Micro Fiched

ITEM IX - OTHER

All contracts, insurance policies, rental leases, letters of credit, etc., shall be executed in the name of the Economic Opportunity Commission of Yolo County, Inc.

ITEM X - AMENDMENTS

This agreement may be amended upon recommendation of either party, subject to the approval of both parties. Approval of any amendment shall be made in a public meeting of both the governing officials and the Economic Opportunity Commission of Yolo County, Inc., and such approval shall be included in the official minutes of the respective meetings.

ITEM XI - TERMINATION

This agreement may be terminated by either party upon presentation to the other party of written notice of intention to terminate at least six months prior to the desired termination date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiche

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

Book

FILED
FEB 24 1969
LAWRENCE P. HERMAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-17

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 1086
(El Macero Country Club Estates - Unit No. 2)

THIS AGREEMENT is made and entered into this 24th day of February, 1969, by and between Mace Properties, Inc., hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 1086 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Subdivision No. 1086 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision, sanitary sewer facilities, domestic water supply and distribution system in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

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2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $89.00 to cover the cost of checking of plans and the final map as such checking is required by the County in accordance with Ordinance No. 534 & 546 prior to plan approval.

4. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 1086.

5. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and

or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

6. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

7. That Subdivider may, upon approval of the plans and filing of the final map, undertake appropriate proceedings pursuant to the Improvement Act of 1911 as amended for the construction of all public improvements within the said Subdivision No. 1086 in accordance with the approved plans and specifications.

   The use of the 1911 Improvement Act proceedings to complete the subdivision improvements shall be subject to approval by the Board of Supervisors.

8. That the Subdivider agrees pursuant to Business and Professions Code Section 11603 to pay off any existing assessments in full or to deposit a bond payable to the County as Trustee for the assessment bond holders guaranteeing the payment of existing special assessments.

9. That the Completion of the development of said Subdivision No. 1086 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof. Micro Fiched

11. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

14. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $1,000.00, guaranteeing payment of the cost of setting monuments of survey.

15. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

16. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

17. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

18. Before acceptance by the Board of Supervisors of the improvements in said Subdivision No. 1086, Subdivider shall dedicate to County an easement for drainage purposes 20 feet in width commencing at the easterly terminus of El Macero Drive to connect with the southerly terminii of storm drain laterals A and B as described in the Subdivision Agreement for El Macero Country Club Estates Unit No. 1 and continuing thence easterly to connect with the storm drain easement described in a deed executed by Cowell Foundation to the County of Yolo, in Book 616 of Official Records, at Pages 58-68.

19. Subdivider hereby dedicates to County the pumps, motors and appurtenances presently installed in manholes at the southerly terminii of the said storm drain laterals A and B. Subdivider shall pay all costs of operation and maintenance of said pump until September 1st, 1969.

20. That Subdivider shall, upon execution of this agreement, pay to the County as a drainage fee the sum of twenty-one thousand seven hundred ninety-nine and 95/100 ($21,799.95) dollars. This sum is computed at the rate of $850.00 per acre upon a gross acreage of 25.647 acres. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

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21. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN,
County Clerk

By _____
Deputy

By C. Freeland Mass, Pres.

By

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Director of Public Works

APPROVED AS TO FORM:

County Counsel

Micro Fiched

FILED
FEB 24 1969
LAURENCE P. HENIGAN, CLK
By [signature] Deputy

RESOLUTION NO. 69- 13

Resolution of Acceptance For Subdivision #1086
(El Macero Unit No. 2)

WHEREAS, the final Subdivision map for Subdivision No. 1086 has been presented to the Board for approval and acceptance of streets; and

WHEREAS, said map has been signed by all necessary parties; and

WHEREAS, the improvements have been assured and the map in all respects complys with the provisions of the State Subdivision Map Act and of the local ordinances,

NOW, THEREFORE, BE IT RESOLVED that the Board does approve said map for Subdivision No. 1086 and accept on behalf of the public the easements and right-of-ways, all as provided for and indicated on said final maps.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1969, by the following vote:

AYES: Bell, Espigares, Stephens, Edmonds.

NOES: Duncan.

ABSENT: None.

Micro Fiched

[signature]
Chairman of the Board of Supervisors
County of Yolo, State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

By [signature]
(Seal)

APPROVED AS TO FORM:

[signature]
County Counsel

Book R

Agreement No. 69-18

Sacramento, California

February 14, 1969

Gerald Herbert Minatree

Billie Ruth Minatree

Grantor

FILED

FEB 24 1969

LAURENCE F. HENIGAN, Clerk

By [illegible]

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 69-6 in the form of a Grant Deed, covering the following described property:

A strip of land being a portion of the Southwest Quarter of Section 31, T. 10 N., R. 1 E., M.D.B.&M., Yolo County, California, more fully described as follows:

Micro Fiched

COMMENCING at the South Quarter corner of said Section 31, thence along the South line of said Section North 89° 36'37" West 296.63 feet to the centerline of a drainage ditch; thence along said centerline North 54°59'52" West 35.21 feet to a point on the North right of way line of County Road 24, THE TRUE POINT OF BEGINNING; THENCE continuing along said centerline North 54°59'52" West 38.73 feet; thence along a line parallel to and 22.00 feet North of said North right of way line North 89°36'37" West 1303.45 feet; thence South 00°28'52" East 22.00 feet to said North right of way line; thence along said line South 89°36'37" East 1334.99 feet to the true point of beginning.

Containing 0.666 acres, more or less.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account,

or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $466.00 for the property as conveyed by Grant Deed No. 69-6 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 59532 with Western Title Company of Woodland.

Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. Construct gravel driveway apron left of Engineers Station 3+50. Driveway width to be 15 feet.

It is mutually understood and agreed that upon completion of the driveway, above mentioned within the Right of Way, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

David Herbert Minatree

Billie Ruth Minatree

Grantor

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Recommended for Approval,

By

Arthur H. Edmondson

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to form
Date FEB 24 1989

County Counsel of Yolo County

MAR 4 1969

Contract No. C-50 c

YOLO COUNTY
AGREEMENT NO. 69-19

FILED

MAR 13 1969

LAURENCE P. HENIGAN, Clerk
By [illegible]
Deputy

STANDARD COUNTY ESTIMATE CONTRACT/ENUMERATION

THIS AGREEMENT made and entered into this 15th day of February, 1969, at Sacramento, California, by and between DEPARTMENT OF FINANCE of the State of California, hereinafter called the Department, and the County of Yolo, hereinafter called the County;

W I T N E S S E T H:

WHEREAS, it is provided in Revenue and Taxation Code, Section 11005.6, that any county or city and county whose population has increased substantially since the last federal census and which has held an enumeration within the five year period preceding application, under the supervision of either the federal Bureau of Census or the Department of Finance, may apply to Department to estimate the increase in population, and

Micro Fiched

WHEREAS, said Section 11005.6 provides that Department may make the estimate if in the opinion of Department there is available adequate information upon which to base the estimate, and County has agreed to administer an enumeration under Department of Finance supervision of all areas not previously enumerated within the preceding five years.

WHEREAS, County desires to have Department estimate the increase in population of County and Department is willing to make such estimation, provided adequate information is available upon which to base the estimate.

NOW, THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

1. County shall provide such data as are requested by Department in order that Department may determine whether adequate information is available upon which to base an estimate of population of County. In the event Department determines that there is not adequate information upon

which to base an estimate of population it shall inform County and shall make available to County the basis for this determination and in such case Department shall render no further services hereunder. However, should Department determine that there is adequate information upon which to base an estimate of population, Department agrees to proceed to perform such further work as it deems necessary in order to make an estimate of population of County. Upon completion of such estimate of population Department shall officially certify the figure at the earliest practicable date. County agrees to accept as final the estimate as officially certified. Prior to the official certification Department may transmit to County a statement, to be regarded as preliminary and subject to change, of the estimate of population and of the basic data used in its preparation. It is further mutually understood and agreed that Department shall have full and complete charge in the selection and application of the method or methods used in estimating the population of County and that County shall certify as to the accuracy of all information furnished from local records for use in preparation of said estimate of population. It is agreed that all information developed during the preparation of the estimate becomes the property of the Department of Finance.

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2. Upon completion of said estimate of population, County agrees to reimburse Department for all costs incurred by Department in connection with the performance of this agreement. The charge for said estimate to be calculated as follows:

a) from a maximum sum of $ 820 to cover over-all administrative costs of preparing the estimate including time and materials

incident to gathering information for the estimate and other special field work as required.

b) will be subtracted an amount equal to one-half the sum of amounts collected from cities within County for estimating their populations, providing certification is for the same date or for one within a month of the same date as that of the County, to a minimum of $ 550 . In cases of cities within County having enumerations as well as estimates, the calculation is applied only to that part of their total billings reflecting the usual Department of Finance fee.

c) and to which will be added a sum equal to $.05 per data card to cover costs of materials, programming and data processing incident to the enumeration.

3. Department shall furnish a statement to County of amount due from County as hereinabove provided upon the completion of the services to be rendered under this agreement by Department and County agrees to pay Department the amount due as shown in such statement within 30 days after receiving such statement.

Micro Fished

IN WITNESS WHEREOF the parties hereto have subscribed their names, the date and the year first above written.

Approved as to Form
Date
County Counsel
of Yolo County

ATTEST:

LAURENCE P. HENIGAN, CLERK,

BY: Pete E. Lucas
Deputy

COUNTY OF Yolo

By Arthur H. Edmonds
Title: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA.

By
Title:

STATE OF CALIFORNIA

CASPAR W. WEINBERGER, Director of Finance

By Original Signed By R. W. Lazansky

Form BD-192B
County Enumeration
013169 (rev.)

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)
CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 69-80
381 (1968/69 FY)
NUMBER 543-A (67/68)

THIS AGREEMENT, Made and entered into this 14th day of January, 19 69, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting Chief, Office of Fiscal and Management Services (Title of officer acting for State) Department of Public Health (Department or other agency) hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

In that certain contract between this Department and the County of Yolo, dated March 25, 1968, and approved by the State Department of General Services on April 17, 1968, this Department and the Contractor do mutually agree as follows:

1. Paragraph 2 is amended to read;
   "2. The period of this contract shall be from April 1, 1968 through June 30, 1969".
2. The total amount of the contract stated in paragraph 4 is amended to read; "$19,066".
3. The budget stated in Exhibit A is amended to read;

"Budget

Personnel	$17,460
Supplies	50
Travel	600
Other	956
Total Budget	$19,066 "

4. All other terms and provisions of the contract remain in full force and effect.

FILED
APR 18 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

Micro Fiched

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA
Department of Public Health
Name of State agency
By [signature]
Chief, Office of
Fiscal and Management Services
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)
By [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title
P. O. Box 1157
Woodland, California 95695
Address

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

Department of General Services
APPROVED
APR 8 1969
By ANDREW R. LOLLI, Director
[signature]
Asst. Chief Counsel

To Be Charged Against
Appropriation: Item 135, CH 430/68 F.Y. 1968/69
Function or Fund: General
Line Item Allotment: 020-40.1 V-68-5-32D X O.E. ☐ Eq.

California Immunization Project

Amount of this Estimate	INCREASE	$ 3,531.00
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger		
Adjustment increasing encumbrances		
Adjustment decreasing encumbrances		

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

[signature]
Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Micro Fiched

Approved as to Form

By

County Counsel of Yolo County

FILED
MAR - 6 1969
LAURENCE P. HENIGAN, Clerk
By [illegible]

Micro Filmed

YOLO COUNTY
AGREEMENT NO. 69-21

Equipment Agreement

AUTHORIZED DEALER agrees to install I *3M Brand "209"*
Automatic Dry Photo Copier (s) under the following terms:

PRICE

The customer will pay a monthly equipment use charge of $ 30 for each unit installed.

- Supplies are not included in this agreement.
- AUTHORIZED DEALER will install equipment, provide required maintenance, and supply necessary replacement parts at no additional charge to the customer, excepting repairs and parts damaged by other than normal use, and expendable parts ie. top and bottom lid pads and screens.

Installation charge $ 35.00

PURCHASE

100 % of use charge may be applied if customer purchases equipment within 60 days after installation, after 60 days 50 % of use charge will apply up to an amount equal to one half purchase price. Purchase price is list price as of date of purchase

PAYMENT

Customer will be invoiced monthly payable upon receipt without discount.

TERMINATION

Either party may terminate this agreement by written notice of 15 days.

(All terms and conditions as continued on reverse side of this agreement are a part hereof)

CUSTOMER County of Yolo Welfare Dept.

SALESMAN Jim Campi

BILLING ADDRESS County Court House Woodland, Calif.

BRANCH

Model and Serial Number

Approved as to Form
Date MAR 3 1969
County Counsel of Yolo County

LEASED BY COUNTY OF YOLO

TITLE Arthur H. Edwards 3/3/69
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

DATE

AUTHORIZED DEALER Thermofax Sales Sacramento
James R. Wood Mgr.

It is agreed that
AUTHORIZED DEALER:

- will train Customer personnel in the use of the equipment.
- will provide machine service during regular service hours: 8:30 A.M. to 5:00 P.M., Monday through Friday (except holidays).
- will retain title to equipment and shall have the right to enter on the premises of the user and take immediate possession of said equipment upon any breach or termination of this agreement.
- liability with respect to property damage or personal injury arising out of or connected with services performed under this agreement, is limited strictly to that imposed by common law, and that there is no contract imposing any greater degree of liability on AUTHORIZED DEALER.

and that the CUSTOMER:

- will provide at his own expense suitable space, facilities, and utilities for proper installation and operation of the equipment.
- will make no alteration to the equipment.
- will obtain written authorization of AUTHORIZED DEALER prior to any movement of the equipment.
- will pay according to AUTHORIZED DEALER established service policy for service requested outside of regular service hours.
- will pay any and all taxes levied against the equipment or the use thereof during the term of this lease.
- will forward the completed meter card for each unit to AUTHORIZED DEALER on the last working day of each month.

Micro Fished

FILED
MAR 18 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-22

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of March, 19 69, by and between

C. O. Bodenhamer

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS: Micro Fiched

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Bridge No. 24-17.55 on County Road 24 six miles west of Woodland

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Bridge No. 24-17.55

(Plan Index No. 24.29 - 24.41) (WO #4096)

Approved Feb. 3, 1969 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

Micro Fiche

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

MAR 17 1969

ATTEST:

Laurence P. Henigan, Clerk

By Ruth E. Spear, Deputy

COUNTY OF YOLO

By Arthur N. Simonds

Chairman of the Board of Supervisors

MAR 17 1969

By C O Bodenhamer

C O Bodenhamer

Contractor

FILED

MAR 10 1969

LAURENCE P. HENIGAN, Clerk

By.....Deputy

AGREEMENT NO. 69-23

LEASE

THIS LEASE made this 1st day of January, 1969, by and between BETTY JANE ORANGE, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

WITNESSETH:

1. DESCRIPTION.

LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the County of Yolo consisting of a triangular portion of the Westerly end of the building located at the premises known as 738 Glide Avenue, West Sacramento, presently occupied by TENANT for the storage of a packaged disaster hospital together with the right of access thereto for inspection and delivery and removal of property through the remainder of the premises.

Micro Fiched

2. TERM.

The term of this lease shall commence on January 1st, 1969, and shall expire on June 30th, 1971.

3. RENT.

TENANT shall pay LANDLORD as and for rent the sum of ONE HUNDRED FIFTY ($150) DOLLARS on the first of January and first of July of each year during the term of this lease. In event of cancellation by TENANT there shall be no refund of unearned rent. If cancelled by LANDLORD, unearned rent will be prorated and refunded.

4. USE.

Premises shall be used and occupied only for the purpose of

storage of a packaged disaster hospital and appurtenances, and any other business reasonably related thereto.

5. UTILITIES.

LANDLORD shall pay all charges for utilities presently serving the premises.

6. MAINTENANCE.

LANDLORD shall at his sole cost and expense keep and maintain said premises and every part thereof in good order, condition and repair, ordinary wear and tear excepted.

7. WASTE.

TENANT will not commit or suffer to be committed any waste upon said premises or any public or private nuisance or any other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises are located and that TENANT will not make or suffer to be made any alterations of the said premises or any part thereof without the written consent of LANDLORD first had and obtained and that any additions to or alterations of said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

Micro Fiched

8. TERMINATION.

Either LANDLORD or TENANT may terminate this lease by giving at least ninety (90) days' written notice to the other. Notice may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed as follows:

LANDLORD:

Betty Jane Orange
c/o Albert S. Walton
1420 Merkley Avenue
West Sacramento, California

TENANT:

County of Yolo
c/o Ray Favrot, Director of Civil Defense
660 Sixth Street, Woodland, California 95695

IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

TENANT:
COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

LANDLORD:

BY _____
BETTY JANE ORANGE

Micro Fiched

YOLO COUNTY
AGREEMENT NO. 69-24

THIS AGREEMENT, made and entered into this 17th day of March, 1969, by and between SACRAMENTO NORTHERN RAILWAY, a corporation, hereinafter called "Railroad", and the COUNTY OF YOLO, hereinafter called "County", and the STATE OF CALIFORNIA, acting by and through its Department of Public Works, Division of Highways, hereinafter called "State".

FILED
APR 15 1970
LAWRENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

RECITALS

The parties desire to alter the crossing protection at the crossings of State Route 16 and County Road 124 with the tracks of Railroad (Crossing No. 8B-8.0) by the installation of flashing light signals.

Micro Fiched

AGREEMENT

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Railroad agrees that promptly after receipt of any necessary authorization or approval from the Public Utilities Commission of the State of California it will (1) alter the grade crossing protection on State Route 16 at Crossing No. 8B-8.0 by the installation of two Standard No. 8 flashing light signals equipped with cantilever arms and four additional lamp units, together with the necessary mechanisms and related facilities, and (2) will alter the grade crossing protection on County Road 124 at Crossing No. 8B-8.0 by the installation of one Standard No. 8 flashing light signal,

together with the necessary mechanisms and related facilities, such alterations and installations to be in accordance with any applicable requirements of the Public Utilities Commission of the State of California, the usual Standards of Railroad and the recommended Standards of the Association of American Railroads. State agrees that it will reimburse Railroad for one-half of the costs incurred by Railroad in connection with the alteration and installation first mentioned above and County agrees that it will reimburse Railroad for one-half of the costs incurred by Railroad in connection with the alteration and installation last mentioned.

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2. Railroad agrees that upon completion of the installation of the foregoing crossing protection and related facilities at Crossing No. 8B-8.0 it (1) will maintain the crossing protective devices and related facilities at such crossing, the cost of such maintenance to be borne by Railroad, State and County in accordance with allocation to be made by California Public Utilities Commission in conformity with the provisions of Section 1202.2 of the California Public Utilities Code but County's liability shall be limited to funds allocated to the California Public Utilities Commission for County's share of such maintenance costs, and (2) will maintain at its sole cost and expense said crossings between lines two feet outside of its rails and between its tracks.

3. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused

these presents to be executed in triplicate by their officers thereunto duly authorized as of the day and year first herein written.

SACRAMENTO NORTHERN RAILWAY

By _____
PRESIDENT AND GENERAL MANAGER

Attest: _____
Secretary

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

STATE OF CALIFORNIA
Department of Public Works,
Division of Highways

By _____
Deputy State Highway Engineer

Approved as to Form
Dated _____
_____
County Counsel
of Yolo County

3/9/70

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF

4. Lessee may order [illegible] at Lessee's expense and house the same in suitable [illegible] of the equipment described herein.

5. Lessee [illegible] that the payments herein without deduction. Said rents shall be payable [illegible] Lessee may from time to time designate in writing.

6. No [illegible] will be affixed over plaque or [illegible] and Lessee will not [illegible] and Lessee will not [illegible] as received [illegible] and shall be [illegible] and [illegible] shall be [illegible] and [illegible] shall be [illegible] and [illegible]

EQUILEASE COMPANY

Division of ELTRA Corporation

LESSOR

270 MADISON AVENUE
New York, N. Y. 10016

LESSEE
Name: Sta Carol Hospital
Address: 1 Pa. Ave.
City: Cleveland State: Ohio Zip Code:
PERSON TO CONTACT: M. Sarazzon TELEPHONE NO. →

SUPPLIER OF EQUIPMENT
Name: Lincoln Sales of Cleve
Address: 1972 W. 11 St.
City: Cleveland State: Ohio Zip Code:
SALESMAN: Peter TELEPHONE NO. →

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	
1	3M - Model 44 - copier			325.00
				19.50
				40.00

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT:

NO. OF MONTHS	NO. OF RENTAL PAYMENTS	SEMI-ANNUAL PAYMENTS WILL BE MADE	RENTAL PAYMENT AMOUNT
24	24	MON. ☐ QUAR. ☐	24 Payments of $ 20.42 Plus Sales Tax $ _____ Total $ _____

TOTAL RENTALS PAYABLE $

FIRST RENTAL PAYMENT
Check For This Amount Must Accompany Lease Application
$ 20.42
1st ☐ Mo. ☐ Quar. and
Last _____ ☐ Mo. ☐ Quar.

1. Lessor hereby to Lessee and Lessee rents from Lessor the equipment listed above, or if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof, and equipment will be located at the above address and not be moved to a new location without written consent of Lessor. Lessee shall pay rental on the first rental payment commencing on the first day of the month following the date of this lease, in excess of the rentals due for the first month of quarter. Of the rental, only one half payment for the performance of the terms of this lease. If Lease is not in force prior to the date of this lease, the payments, and security, shall be paid upon the payment of rent at the end of the term of this lease as indicated on page 1. This lease shall commence on the date specified by Lessor as set forth above. Terms shall begin on such commencement date.

2. Lease may cancel this lease at any time during after the expiration of 18 months from the commencement date indicated below or commencement of the lease, by giving Lessee written notice of such cancellation, if Lessee has not paid all rentals and other payments due under this lease. Lessee shall pay Lessor the amount of the remaining payments due under this lease, plus one month's rent, if Lessee is not in default in the performance of the terms of this lease. Lessee may cancel this lease at any time after the expiration of 18 months from the commencement date, by giving Lessor written notice of such cancellation, if Lessee has paid all rentals and other payments due under this lease, and Lessee is not in default in the performance of the terms of this lease. Lessee may cancel this lease at any time prior to the expiration of 18 months from the commencement date, by giving Lessor written notice of such cancellation, if Lessee has paid all rentals and other payments due under this lease, plus one month's rent, if Lessee is not in default in the performance of the terms of this lease. Lessee may cancel this lease at any time after the expiration of 18 months from the commencement date, by giving Lessor written notice of such cancellation, if Lessee has paid all rentals and other payments due under this lease, and

FILED
MAR 28 1969
LAURENCE P. HENIGAN, CLERK
By [signature]
Deputy

AGREEMENT NO. 69-26

(DAY CARE AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of March, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

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RECITALS:

1. The Yolo County Welfare Department is required by the California State Department of Social Welfare regulations in Chapter 30, to provide day care for children in all of the following groups:
   a. Aid to Families with Dependent Children (AFDC) families with parents in training for employment or receiving educational or vocational rehabilitation services.
   b. Children of Aid to the Disabled (ATD) parents in training for employment and receiving vocational rehabilitation services.
   c. Employed AFDC mother requiring day care.
   d. Any assistance family or potential or former recipient family where day care is appropriate as a part of the provision of social services by the county welfare department such as in protective services or compensatory education.
2. Day care services include comprehensive and coordinated sets of activities providing direct care and protection of preschool children outside their own homes during the course

of a day.

3. These day care services may be purchased from licensed day care facilities, and

4. The YOLO PARENT CHILD CENTER in Yolano Village, Woodland, California, is a facility licensed by the State Department of Social Welfare to provide day care for 20 pre-school children and operated by DAY CARE.

AGREEMENTS:

Micro Fiched

1. In consideration of the mutual covenants and agreements herein contained, DAY CARE agrees as follows:

   a. To provide an adequate day care program at the facility mentioned above for 20 pre-school children.

   b. To provide such service in accordance with Federal Inter-agency Day Care Requirements pursuant to Section 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of Economic Opportunity, U. S. Department of Labor dated September 23, 1968 and amendments thereto or replacements thereof heretofore or hereinafter so approved.

   c. To provide such service in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effec-give July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

   d. To provide such service within licensing limitations to children mentioned in Recital Paragraph 1 above.

   e. To maintain and furnish to COUNTY on demand statements and records in support of its claim for payment.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay monthly to DAY CARE its costs incurred in providing such service but not to exceed $2500.00 per month upon an itemized claim for such costs.

b. To provide through its Welfare Department assistance in the provision of in-service training for personnel participating in the operation of the facility.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on March 1, 1969, and shall terminate on June 30, 1969.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

c. If the license issued by the State Department of Social Welfare for said facility is suspended or revoked, COUNTY at its option may terminate this agreement by notice in writing to DAY CARE.

Micro Fiched

d. DAY CARE shall indemnify and hold harmless COUNTY from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the provision of day care caused by any act or omission of DAY CARE, its agents, employees or servants.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ Deputy
(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
President

BY _____
Secretary

FILED
MAR 26 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

BK

AGREEMENT NO. 69-27
(DAY CARE AGREEMENT)

THIS AGREEMENT made and entered into this 1st day of March, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The Yolo County Welfare Department is required by the California State Department of Social Welfare regulations in Chapter 30, to provide day care for children in all of the following groups:

Micro Fiched

   a. Aid to Families with Dependent Children (AFDC) families with parents in training for employment or receiving educational or vocational rehabilitation services.
   b. Children of Aid to the Disabled (ATD) parents in training for employment and receiving vocational rehabilitation services.
   c. Employed AFDC mother requiring day care.
   d. Any assistance family or potential or former recipient family where day care is appropriate as a part of the provision of social services by the county welfare department such as in protective services or compensatory education.
2. Day care services include comprehensive and coordinated sets of activities providing direct care and protection of preschool children outside their own homes during the course

of a day.

3. These day care services may be purchased from licensed day care facilities, and

4. The BRODERICK CHRISTIAN CENTER in Broderick, California, is a facility licensed by the State Department of Social Welfare to provide day care for 20 pre-school children and operated by DAY CARE.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, DAY CARE agrees as follows:

   a. To provide an adequate day care program at the facility mentioned above for 20 pre-school children. Micro Fiched

   b. To provide such service in accordance with Federal Inter-agency Day Care Requirements pursuant to Section 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of Economic Opportunity, U. S. Department of Labor dated September 23, 1968 and amendments thereto or replacements thereof heretofore or hereinafter so approved.

   c. To provide such service in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated. Micro Fiched

   d. To provide such service within licensing limitations to children mentioned in Recital Paragraph 1 above.

   e. To maintain and furnish to COUNTY on demand statements and records in support of its claim for payment.

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay monthly to DAY CARE its costs incurred in providing such service but not to exceed $2500.00 per month upon an itemized claim for such costs.

b. To provide through its Welfare Department assistance in the provision of in-service training for personnel participating in the operation of the facility.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

a. The term of this agreement shall commence on March 1, 1969, and shall terminate on June 30, 1969.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

c. If the license issued by the State Department of Social Welfare for said facility is suspended or revoked, COUNTY at its option may terminate this agreement by notice in writing to DAY CARE.

d. DAY CARE shall indemnify and hold harmless COUNTY from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the provision of day care caused by any act or omission of DAY CARE, its agents, employees or servants.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision

BY Arthur A. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Swan
Deputy

(SEAL)

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non-profit corporation

BY Allen O. Cooper
President

BY Verna E. Bromagem
Secretary

FILED
APR 28 1969
LAURENCE P. HENIGAN, Clerk
By [illegible]
Deputy

AGREEMENT NO. 69-28

LAND CONSERVATION AGREEMENT

Micro Fiched

THIS LAND CONSERVATION AGREEMENT, made and entered into this 24th day of March, 1969, by and between ROBERT B. WIRTH as Conservator of the person and estate of LOUISE H. WIRTH, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-26; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this agreement is deemed to be a determination that the highest and

AMENDED SEE AGREE 71-190

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Robert B. Wirth
ROBERT B. WIRTH, Conservator of the [illegible] of LOUISE H. WIRTH

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On APRIL 24, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this April 17, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared ROBERT B. WIRTH as Conservator of the person and estate of LOUISE H. WIRTH, known to me to be the persons whose names ~~are~~ is subscribed to the within instrument and acknowledged to me that ~~they~~ he executed the same.

Dated this 17 day of April, 1969.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

EXHIBIT "A"

LEGAL DESCRIPTION

W½ of the E½ of Section 5, T10N, R2E, M.D.B.&M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

AGREEMENT NO. 69-29

THIS AGREEMENT dated this 24th day of March, 1969, by and between JAMES J. SLAVEN and EDNA M. SLAVEN, his wife, hereinafter referred to as SELLERS, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH:

SELLERS agree to convey to COUNTY the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the County of Yolo, State of California, and is more particularly described as follows:

   Parcel 1 (One) as said parcel appears of record on Parcel Map No. 2021 filed in the Office of the Recorder of the County of Yolo, California, in Book 1 of Parcel Maps at Page 13.

2. The purchase price is the sum of fifteen hundred dollars ($1500.00).

3. COUNTY agrees as follows:

   Micro Fiched

   a. To deposit the purchase price in escrow with Western Title Guaranty Company, Woodland, California, Escrow No. 60129, within sixty (60) days of acceptance of this office.

   b. To pay all acknowledgment and recording fees incurred in this transaction, and for any documentary revenue stamps required.

4. Title is to be free of all liens, encumbrances, easements, restrictions, rights and conditions of record or known to SELLERS.

   SELLERS shall furnish to COUNTY at COUNTY's expense a standard form California Land Title Insurance Policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights and conditions of record as set forth above. If SELLERS fail to deliver title as herein provided, COUNTY at its option may terminate this agreement and any deposit shall thereupon be returned to it.

5. Property taxes shall be prorated and paid as of the close of escrow.

6. Title shall vest as follows: COUNTY OF YOLO, a political subdivision of the State of California.

7. Possession shall be delivered to buyer on close of escrow.

8. Escrow instructions signed by SELLER and COUNTY shall be delivered to the escrow holders within twenty (20) days from the COUNTY'S acceptance hereof and shall provide for closing within ninety (90) days from the opening of escrow, subject to written extensions signed by SELLER and the COUNTY.

9. This agreement is conditioned upon a favorable report of the Yolo County Planning Commission rendered pursuant to Government Code Section 65402.

IN WITNESS WHEREOF, SELLERS have executed this agreement the day and year first above written.

Micro Fiched

James J. Slaven
JAMES J. SLAVEN

Edna M. Slaven
EDNA M. SLAVEN

IN WITNESS WHEREOF, the COUNTY OF YOLO has consummated the purchase by the execution of this agreement on the 24th day of March March, 1969.

COUNTY OF YOLO, a political subdivision of the State of California

By Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Deputy
(Seal)

FILED
MAR 25 1969
LAURENCE P. HENIGAN Clerk
By BARBARA A. RODGERS

RESOLUTION NO. 69- 28

(Resolution Authorizing Acquisition of Real Property)

WHEREAS, it is the desire of this Board of Supervisors to acquire a parcel of real property for the construction of a new Zamora Town Hall; and

WHEREAS, James J. Slaven and Edna M. Slaven, his wife, by Agreement No. 69- 29, have offered to sell to the County of Yolo a parcel of real property located in the County of Yolo, State of California, and more particularly described as follows:

> **Parcel 1 (One) as said parcel appears of record on Parcel Map No. 2021 filed in the Office of the Recorder of the County of Yolo, California, in Book 1 of Parcel Maps at Page 13.**

Micro Fiched

WHEREAS, in the judgment of this Board, it is in the best interest of the County to do so;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

1. That said Agreement No. 69- 29 be and hereby is approved;

2. That the Chairman of this Board be and hereby is authorized to execute said agreement; and

3. Upon compliance with the terms and conditions of said Agreement No. 69- 29, the Chairman of this Board of Supervisors is authorized on behalf of the County of Yolo to accept and consent to the recordation of a grant of said real property.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of March, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.
NOES: None.
ABSENT: None.

ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS DEPUTY

(SEAL)

Micro Fiched

To:

Public Works
County Counsel
Auditor
State Division of Highways

BOARD OF SUPERVISORS
Yolo County, California

Date: March 24, 1969
Entry No. 29

File:
ROADS-STATE HIGHWAYS-
Federal Aid Secondary.

SEE:
AGREEMENT BOOK NO. 5

SEE:
RESOLUTION BOOK NO. 5

RESOLUTION NO. 69-29, AGREEING TO USE THE FEDERAL AID SECONDARY FUNDS AND THE STATE HIGHWAY MATCHING FUNDS, WITHIN THE TIME LIMIT SPECIFIED FOR THE CONSTRUCTION OF APPROVED FEDERAL AID SECONDARY PROJECTS AND FURTHER AGREES TO PROVIDE ANY COUNTY MATCHING FUNDS AFTER TAKING INTO CONSIDERATION THE SUM PROVIDED BY THE STATE OF CALIFORNIA, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID RESOLUTION AND AGREEMENT NO. 69-30, WHEN EXECUTED AND FILED WITH THE CLERK.

Upon motion of Supervisor Duncan, seconded by Supervisor Bell, and duly carried, the above Resolution and Agreement were passed and adopted by the following vote:

Ayes: Duncan, Bell, Espigares, Stephens, Edmonds.

Noes: None.

Absent: None.

Micro Fiched

FILED
APR 10 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 69-31

LAND CONSERVATION AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 25th day of March, 1969, by and between AMELIA WAUHAB, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-30; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Fiched

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY. Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Johnson APR - 7 1969
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete C. Lucas
DEPUTY

OWNER

AMELIA MACHADO

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On April 10, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~YOLO~~
ALAMEDA

Micro Fiched

On this 28th day of March, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared AMELIA WAUHAB and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 28th day of March, 1969.

ANTHONY B. VARNI
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Nov. 12, 1972

NOTARY PUBLIC
ANTHONY B. VARNI
My Commission Expires: Nov. 12, 1972

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

The Northeast quarter of Section 22, Township 11 North, Range 1 East, Mount Diablo Base and Meridian, containing 160 acres, more or less.

Micro Filmed

EXHIBIT A

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
MAR 25 1969
LAURENCE P. HENIGAN, Clerk
By [illegible]
Deputy

RESOLUTION NO. 69-33

(Resolution Finding Agreement Substantially Similar to Contract, Parcel to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-30; and

WHEREAS, the following described real property is found within said Preserve: County Assessor's Parcel No. 19-370-11; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

Micro Fiched

WHEREAS, AMELIA W. WAUHAB is the owner of said real property and as owner has signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said agreement is not within one mile of any incorporated city in this County at the time the agreement covering said parcel was executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referred to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of March, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds

NOES: None.

ABSENT: None.

Arthur H. Edmonds

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

Micro Fiched

(SEAL)

FILED
APR 10 1969
LAURENCE P. HENIGAN, Clerk
By [signature]
Deputy

AGREEMENT NO. 69-32

LAND CONSERVATION AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 24th day of March, 1969, by and between AMELIA WAUHAB, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-31; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE - AGREEMENT NO 71-188

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Fiched

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Filmed

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY. Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds APR - 7 1969
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Amelia Waubat

-7-

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On April 10, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~XXXX~~)
ALAMEDA

Micro Fiched

On this 28th day of March, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared AMELIA WAUHAB and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 28th day of March, 1969.

ANTHONY B. VARNI
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Nov. 12, 1972

NOTARY PUBLIC
ANTHONY B. VARNI
My Commission Expires: Nov. 12, 1972

EXHIBIT "A"

LEGAL DESCRIPTION

The South one-half of Section 2, Township 10 North, Range 2 East, M. D. B. & M.

Micro Fished

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Filmed

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

Micro Fiched

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
MAR 25 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

RESOLUTION NO. 69-34

(Resolution Finding Agreement Substantially Similar to Contract, Parcel to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-31; and

WHEREAS, the following described real property is found within said Preserve: County Assessor's Parcels Numbers 27-020-31 and 27-020-47; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

Micro Fiched

WHEREAS, AMELIA W. WAUHAB is the owner of said real property and as owner has signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said agreement is not within one mile of any incorporated city in this County at the time the agreement covering

said parcel was executed except: NONE;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referred to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of March, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
APR 10 1969
LAURENCE P. HENIGAN, Clerk
By [signature]
Deputy

AGREEMENT NO. 69-33

LAND CONSERVATION AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 24th day of March, 1969 by and between AMELIA WAUHAB, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-32; and

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO 71-187

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Micro Filmed

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

Micro Filmed

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Fiched

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

APR - 7 1969

By Arthur K. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Peter E. Lucas
DEPUTY

OWNER

Amelia Wauhab

AMELIA WAUHAB

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On April 10, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~YOLO~~ ALAMEDA)

Micro Fiched

On this 28th of March, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared AMELIA WAUHAB and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 28th day of March, 1969.

ANTHONY B. VARNI
CALIFORNIA
Nov. 12, 1972

NOTARY PUBLIC
ANTHONY B. VARNI
My Commission Expires: Nov. 12, 1972

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 21, 22, 23 and 26 in T. F. Laugenour Estate Lands as shown on the map thereof filed in the office of the Yolo County Recorder on December 30, 1918, in Book 4 of Maps and Surveys, at page 43, together with a parcel described as follows:

Beginning at a point on the West line of and South 0° 36' East 520.96 feet distant from the northwest corner of Section 9, Township 10 North, Range 2 East M. D. B. & M., as shown on the official plat of T. F. Laugenour Estate Lands, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps and Surveys, page 43, and extending thence South 0° 36' East 4074.58 feet down and along the West line of said Section 9 to a 3/4 inch by 26 inch iron rod; thence North 89° 24' East 1305.32 feet to a 1 inch pipe on the West bank of Cache Creek; thence on and along same course 87.88 feet to the point of intersection with the centerline of Cache Creek; thence down and along the center line of Cache Creek North 2° 42' West 224 feet; thence North 41° 33' East 396 feet; thence North 82° 37' East 149.45 feet to a point; thence leaving the centerline of Cache Creek North 0° 36' West 94.22 feet to a 3/4 inch by 50 inch pipe in the North bank of Cache Creek; thence on an along same course 3444.18 feet to a 1½ inch by 36 inch iron rod; thence 89° 24' West 487 feet to a 1½ inch by 36 inch iron rod marking the southeast corner of the land now or formerly owned by Lucy L. Woods; thence on and along same course 1312 feet to the point of beginning.

EXCEPTING FROM Lot 26 and said metes and bounds parcel all that land lying West of the East line of State Sign Route No. 113 as said Highway is shown in State Highway Map Book 1, at pages 199 and 200, filed in the office of the Yolo County Recorder on August 11, 1954, and West of the East line of that parcel conveyed to the State of California by deed recorded October 20, 1960, in Book 617, page 289, Official Records.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas. Micro Fiched
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
MAR 25 1969
LAURENCE P. [illegible] Clerk
By [illegible]

RESOLUTION NO. 69-35

(Resolution Finding Agreement Substantially Similar to Contract, Parcel to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-32; and

WHEREAS, the following described real property is found within said Preserve: County Assessor's Parcels Numbers 27-260-02 and 27-260-03; and

Micro Fiched

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

WHEREAS, AMELIA W. WAUHAB is the owner of said real property and as owner has signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said agreement is not within one mile of any incorporated city in this County at the time the agreement covering

said parcels was executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referred to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of March, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Arthur A. Edmonds

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

Micro Fiched

FILED
MAY - 7 1969
LAURENCE P. HENIGAN, Clerk
By [signature]
Deputy

AGREEMENT NO. 69-34

LAND CONSERVATION AGREEMENT

PRESERVE NO. 2

THIS LAND CONSERVATION AGREEMENT, made and entered into this 24th day of March, 1969, by and between William W. and Helen R. Harris, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-35; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED
SEE AGREEMENT
No. 71-185

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By [signature]
DEPUTY

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On APRIL 22, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires: 10-17-69

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this MAY 5, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared WILLIAM W. HARRIS and HELEN B. HARRIS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 5th day of MAY, 1969.

Anne G. Taber
NOTARY PUBLIC

My Commission Expires: 12-22-71

SEAL
ANNE G. TABER
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Dec. 22, 1971

307 Yolo Ave., Esparto, Calif. 95627

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Lot "A" of Arnold & Gillig's Subdivision, filed for record in the Recorder's Office, Yolo County, California on the 17th day of May A.D., 1859 at 15 minutes past 12 o'clock M. by John Gillig, lying south of State Highway 16.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

MAR 27 1969
LAURENCE P. HORGAN, Clerk
By Barbara R. Rodgers
Deputy

RESOLUTION NO. 69- 37

(Resolution Finding Agreement Substantially Similar to Contract, Parcel to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-36 ; and

WHEREAS, the following described real property is found within said Preserve: Assessor's Parcel No. 21-291-09; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

Micro Fiche

WHEREAS, WILLIAM W. HARRIS and HELEN B. HARRIS are the owners of said real property and as owners have signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said agreement is not within one mile of any incorporated city in this County at the time the agreement covering

said parcel was executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referred to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 24th day of March, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: None.

ABSENT: None.

Micro Fiched

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Duncan DEPUTY

(SEAL)

FILED
APR - 1 1969
LAURENCE K. HERMAN, Clerk
Deputy

AGREEMENT NO. 69-35

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 1st day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and ERMA KITCHENS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial services for the Clarksburg Branch Library to the extent of ten hours per week and shall include the following services:

   A. Empty all ash trays

   B. Empty all wastebaskets

   C. Dust counters, desks, tables, chairs, ledges, and other flat surfaces

   D. Wipe ceilings and walls for cobwebs

   E. Dust mop floors

   F. Vacuum carpeting

   G. Clean and sanitize rest rooms

   H. Remove finger marks and smudging around door knobs, light switches, door casings, et cetera

   I. Sweep patio, porches, and walkways

   J. Wet mop floor each week

   K. Wash windows at least twice a year

   L. Dust venetian blinds each week, wash at least once a year

   M. Wax and buff floors as needed - about once a month.

2. In consideration of the covenants of CONTRACTOR herein,

Micro Fiched

COUNTY agrees as follows:

A. To pay the sum of TWO DOLLARS and 15/100 ($2.15) per hour.

B. To provide equipment and necessary supplies upon request.

3. It is mutually agreed as follows:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting her business of rendering janitorial service.

B. The term of this agreement shall commence on the day and year first above written and shall continue until this agreement is terminated by either party by thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

Micro Fiche

D. The Library Assistant in charge, Mrs. Josephine Rose, will supervise and be responsible for the service.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Brown
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pat E. Lowe
Deputy

(SEAL)

Erma Kitchens
ERMA KITCHENS

FILED
APR - 1 1969
LAURENCE P. HERGAN, Clerk
By [illegible]
Deputy

AGREEMENT NO. 69- 36

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 1st day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and PEARL ROBERTSON, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial service for the Knights Landing Branch Library to the extent of eight hours per week and shall include the following services:
   A. Empty all ash trays
   B. Empty all wastebaskets
   C. Dust counters, tables, ledges, desk, chairs and other flat surfaces
   D. Dust mop floors
   E. Wet mop floor as needed
   F. Clean and buff floor as needed - 3 to 4 times a year
   G. Remove finger marks and smudges from door frames and woodwork
   H. Clean and sanitize restroom
   I. Sweep outside doorway
   J. Wash windows as needed.

Micro Fiched

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:
   A. To pay the sum of TWO DOLLARS and 15/100 ($2.15) per hour.
   B. To provide equipment and necessary supplies upon request.

3. It is mutually agreed as follows:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting her business of rendering janitorial service

B. The term of this agreement shall commence on the day and year first above written and shall continue until this agreement is terminated by either party by thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written. Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

Mrs. Pearl C. Robertson
PEARL ROBERTSON

FILED
APR - 1 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-37

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 1st day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CLARENCE L. KNIGHT, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide janitorial service for the Yolo Branch Library to the extent of eight hours per week and shall include the following services:
   A. Empty all ash trays;
   B. Empty all wastebaskets;
   C. Dust counters, desks, tables, ledges, chairs and other flat surfaces;
   D. Dust mop floors;
   E. Wet mop floor as needed;
   F. Clean and wax floor as needed - 5 or 6 times a year;
   G. Keep front door frames and glass clean;
   H. Clean and sanitize restroom;
   I. Wash windows as needed;
   J. Sweep and hose porch;
   K. Gardening services consisting of general upkeep of the grounds including watering, weeding, raking, and cleaning, as needed.

Micro Fiched

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees as follows:
   A. To pay the sum of TWO DOLLARS and 15/100 ($2.15) per

hour.

B. To provide equipment and necessary supplies upon request.

3. It is mutually agreed as follows:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall commence on the day and year first above written and shall continue until this agreement is terminated by either party by thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Almond
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

CLARENCE L. KNIGHT

FILED
APR - 2 1969
LAURENCE P. HENGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-38

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 1st day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and ROBERT A. HART, doing business as QUICK-CLEAN CENTER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein CONTRACTOR agrees to provide all labor, equipment and supplies to supply the following janitorial services at the indicated intervals to the County Library building located in Davis, California:

A. DAILY SERVICE: (6 days per week) Micro Fiched

1. Empty and clean all trash receptacles and ash trays.
2. Empty all pencil sharpeners.
3. Dust desks, desk equipment, chairs, office machines, filing cabinets, window sills, ledges, et cetera.
4. Sweep and dust mop all floor areas.
5. Clean all wash basins, toilets, urinals and bathroom fixtures.
6. Sweep all building entrance ways.
7. Check all doors to be sure they are locked and leave only designated lights burning.
8. Fill all paper towel and toilet tissue containers in restrooms.
9. Damp mop entrance ways.
10. Clean entrance door glass.
11. Pick up trash and paper in parking lot area.
12. Put trash out for pick up.

13. Vacuum all carpet areas.

B. WEEKLY SERVICE

1. Wet mop hallways, restrooms and traffic lanes.
2. Recoat as needed with floor finish.
3. Clean woodwork and walls as needed.
4. Wash entrance way glass in and out.
5. Sweep parking lot as required.

C. MONTHLY SERVICE

1. Strip floors of all old finish (as needed)
2. Refinish all floor area (as needed)
3. Wash all windows inside and out, sills and casings included.
4. Hose down parking lot and walks with pressure nozzle.

2. In consideration of the covenants of CONTRACTOR herein COUNT hereby agrees to pay the sum of FOUR HUNDRED EIGHTY DOLLARS ($480.00) per month.

Micro Fiched

3. It is mutually agreed as follows:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall commence on the day and year first above written and shall continue until this agreement is terminated by either party by thirty (30) days' written notice.

C. No alteration nor variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless so made shall be

binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

Micro Fiched

_____
ROBERT A. HART

FILED
APR - 7 1969
LAURENCE R. HELLCOMB, CLERK
By Pete E. Lucas
Deputy

AGREEMENT NO. 69-39

THIS AGREEMENT made and entered into this 7th day of April, 1969, by and between the COUNTY OF YOLO, political subdivision, DAVIS AMBULANCE, and JAMES A. LOE and WILLIAM T. MARSDEN,

W I T N E S S E T H:

WHEREAS, the COUNTY OF YOLO entered into Agreement No. 67-23 dated May 1st, 1967, as amended, with DAVIS AMBULANCE SERVICE, SACRAMENTO AMBULANCE SERVICE and SUPERIOR AMBULANCE SERVICE providing for the provision of speedy and competent ambulance service for Yolo County indigent patients and for the assurance of payment for the services to the mentioned ambulance services; and

WHEREAS, it is desired to substitute JAMES A. LOE and WILLIAM T. MARSDEN as parties to said Agreement No. 67-23 as amended in place of DAVIS AMBULANCE SERVICE.

Micro Fiched

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. DAVIS AMBULANCE SERVICE hereby consents to the substitution of JAMES A. LOE and WILLIAM T. MARSDEN in its place as parties to said Agreement No. 67-23 as amended and hereby releases the COUNTY OF YOLO from all claims under said agreement.

2. JAMES A. LOE and WILLIAM T. MARSDEN hereby assume, agree to and promise to perform all of the obligations of DAVIS AMBULANCE SERVICE provided in said Agreement No.. 67-23 as amended.

3. The COUNTY OF YOLO hereby consents to the substitution of JAMES A. LOE and WILLIAM T. MARSDEN in the place of DAVIS AMBULANCE SERVICE as parties to said Agreement No. 67-23 as amended.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DAVIS AMBULANCE SERVICE

BY _____

_____
JAMES A. LOE

_____
WILLIAM T. MARSDEN

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
APR - 7 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-40

JOINT USE AGREEMENT

THIS AGREEMENT, entered into this 17th day of March, 1969, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company", and the COUNTY OF YOLO, hereinafter called "Agency",

WITNESSETH

Micro Fiched

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", described as follows:

1. The rights described in the deed from C. A. Piper to Pacific Gas and Electric Company dated July 29, 1910 (LD #2111-02-0050).

2. The rights described in the deed from T. L. Baird to Pacific Gas and Electric Company dated September 30, 1911 (LD #2111-02-0053).

and

WHEREAS, Agency has acquired certain lands for the widening of County Road No. 102,

in the vicinity of Knights Landing, County of Yolo, hereinafter referred to as "Agency right of way", which said Agency right of way is subject to the Company's easement, and

WHEREAS, Company's facilities installed pursuant to Company's easement will interfere with the widening of County Road No. 102,

and Agency desires to eliminate such interference,

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. The location of Company's easement so far as it now lies within said Agency right of way is hereby changed to the strip of land within said Agency right of way, hereinafter referred to as "new location", described as follows:

The area designated by a heavy dashed line upon Company's Drawing No. SA-1716 attached hereto and marked EXHIBIT A.

Micro Fiched

2. Company does hereby surrender and quitclaim to Agency all of Company's right, title and interest under and by virtue of Company's easement in the old location within said Agency right of way and not included in said new location.

3. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of the widening of County Road No. 102 over, along and upon Company's easement in the new location subject to Company's right and easement to use said new location for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

Micro Fiched

4. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said new location. Both Agency and Company shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

5. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

By [signature]
DIRECTOR OF LAND MANAGEMENT

Attest [signature]
SECRETARY

COUNTY OF YOLO

Micro Fiched

APR - 7 1969

By Arthur H. Edmonds
COUNTY OF YOLO, STATE OF CALIFORNIA

Attest LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
DEPUTY

62-4205 5-68 (CORPORATION)

STATE OF CALIFORNIA
City and County of San Francisco } ss.

Micro Fiched

On this 13th day of March, in the year 1969, before me, Lucille Mullen, a Notary Public in and for the said City and County, duly commissioned and sworn, personally appeared H. M. Gustafson and J. F. Taylor known to me to be the Director of Land Management and the Secretary, respectively, of the corporation that executed the within instrument, and to be the persons who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

LUCILLE MULLEN
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, the day and year in this certificate first above written.

Lucille Mullen

Lucille Mullen

Notary Public in and for the City and County of San Francisco, State of California

Commission Expires January 23, 1971

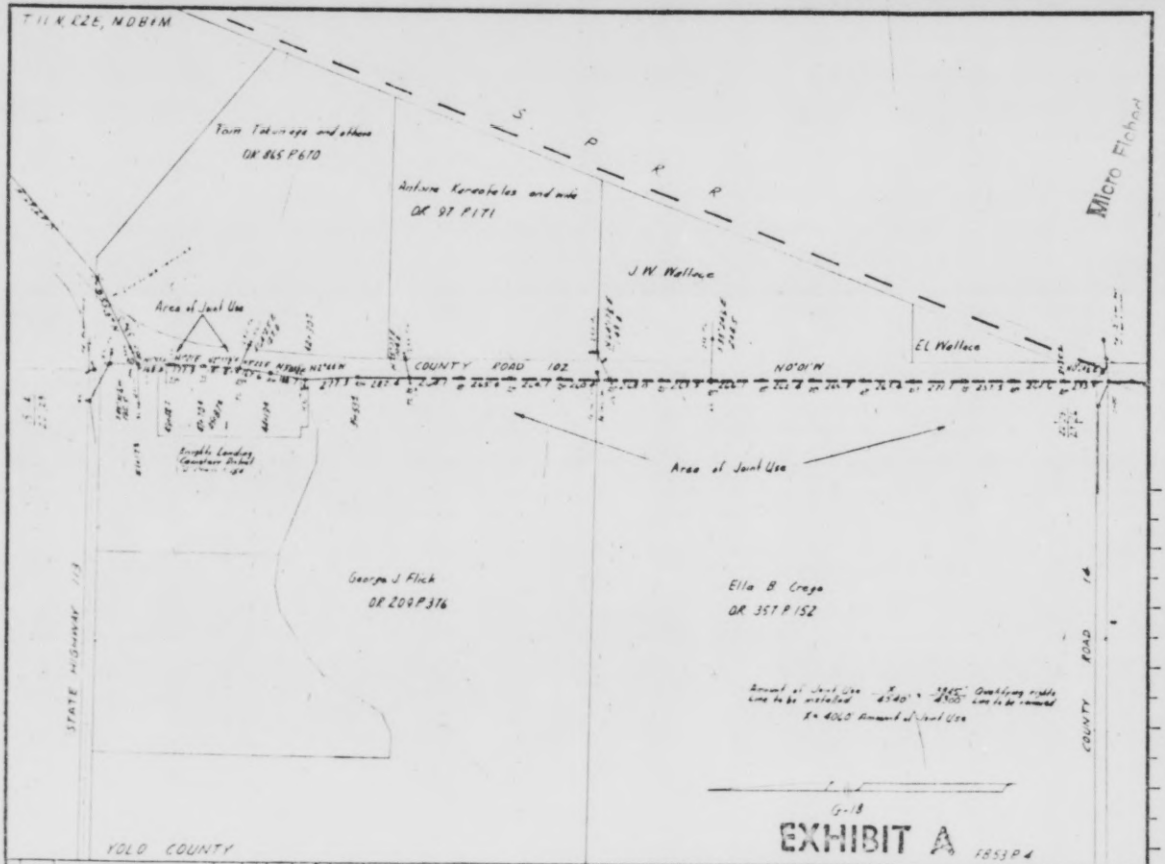

EXHIBIT A

FB53 P 4

NO	DATE	DESCRIPTION	BY	CH	APPD

TABLE OF CHANGES

NO	DATE	DESCRIPTION	BY	CH	APPD

TABLE OF CHANGES

APPROVED BY

REARRANGE TRANSMISSION DISTRIBUTION AND COMPANY TELEPHONE FACILITIES
Co Rd 102 from Co Rd 14 to State Hwy 113
PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA

BILL OF MATERIAL
DRAWING LIST
SUPERSEDED
SUPERSEDED BY
SHEET NO.
DRAWING NUMBER
SH-1716

FILED
MAY 20 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

A G R E E M E N T NO. 69-41

THIS AGREEMENT made and entered into by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PACIFIC, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY.

W I T N E S S E T H

WHEREAS, Pacific maintains a radio station vault on Bald Mountain, Yolo County, State of California, and has installed therein its power generator, radio equipment and incidental facilities in and adjacent to said building, commonly referred to as vault and hereinafter so called and

WHEREAS, County desires to install its radio equipment in said vault, and Pacific is willing to permit the same, subject to certain terms and conditions.

NOW, THEREFORE, it is agreed as follows:

Micro Fiched

1. Pacific does hereby lease to County space within said vault, designated upon the sketch attached hereto and marked Exhibit "A", for the installation of County's radio equipment (said space to be sufficient to accommodate three standard cabinets) and said space to be designated by Pacific's representative in charge. The installation of County's equipment shall be done by County in a good and workmanlike manner and to the satisfaction of Pacific's representative in charge.

2. Pacific shall supply and County shall receive emergency standby power service from Pacific's generator in said vault during any interruptions to the regular electric service supplied by Pacific.

Pacific shall not, however, undertake to supply said emergency standby service except when the same shall be required for use by Pacific. Pacific, also, makes no guarantee as to the reliability of such generated standby power service.

3. County's radio equipment shall be installed, operated and maintained in accordance with the highest engineering standards now or hereafter generally employed. In the event that the installation, operation or maintenance of said equipment shall create any interference with the operation of Pacific's equipment (installed adjacent thereto) or the equipment of any other person, company or agency authorized by Pacific to occupy space on said leased property, County shall collaborate with and abide by recommendations of Pacific's engineers for the purpose of eliminating such interference.

Micro Filmed

4. Pacific shall provide regular electric service to County for the operation of its radio equipment from Pacific's existing regular utility facilities in the area at Pacific's applicable rate schedule in effect from time to time for such services, and also in accordance with the terms and conditions of Pacific's standard service contract.

5. County shall indemnify Pacific against any and all claims for loss or damage arising out of or in any way connected with County's use or occupancy of the premises herein demised.

6. This agreement shall be in effect for a period of one (1) year beginning March 1, 1969 and ending February 28, 1970. It may be amended by the parties hereto and may be cancelled by mutual consent or by either party upon giving written notice to the other 90 days prior thereto.

7. County shall pay to Pacific during the term designated in paragraph 6 above annual rent of Eight Hundred Twelve Dollars ($812.00) at the rate of Sixty Seven Dollars and Sixty Seven Cents ($67.67) per month in advance.

8. County shall not sublet all or any portion of the space subleased to them without first obtaining the written consent of Pacific thereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 12th day of May, 1969.

COUNTY OF YOLO

By [signature]
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

And by [signature]
Deputy

PACIFIC GAS AND ELECTRIC COMPANY

By H. P. Brown
Vice President-Electric Operations

And By [signature]
Secretary

Micro Fiched

[signature]
Clerk
of Yolo County

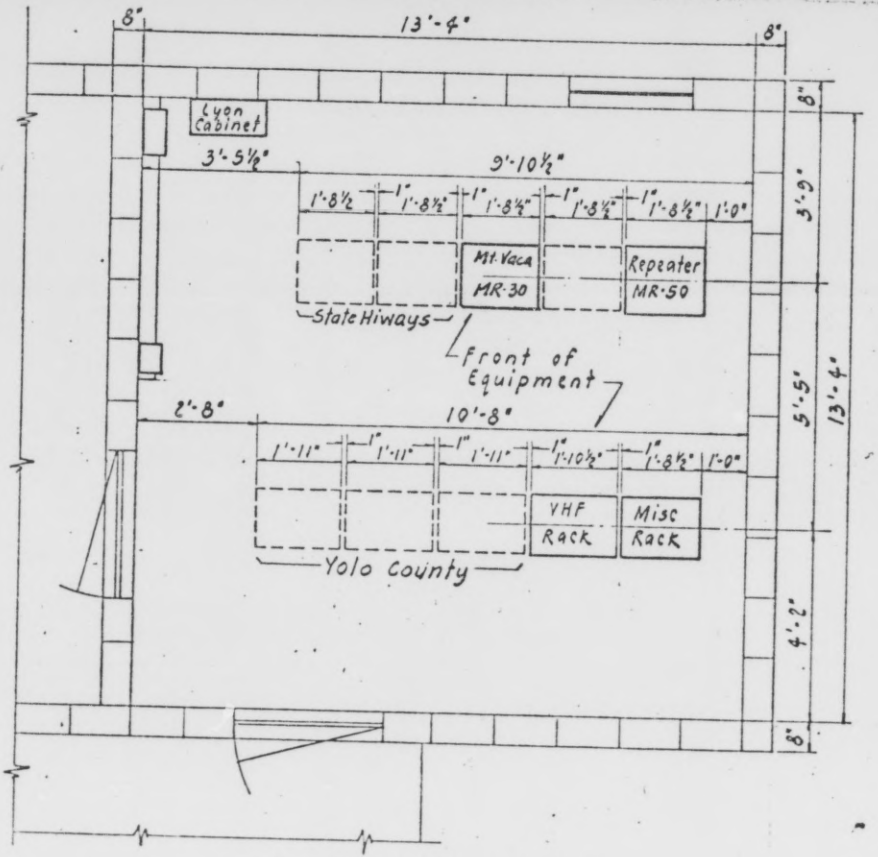

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EXHIBIT "A"

FLOOR PLAN

BALD MOUNTAIN

Scale: 3/8" = 1'-0"

ANC-092
Rev. 1 4-23-64

FILED
APR 14 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROS
Deputy

AGREEMENT NO. 69-42

(Consulting Dietitian Agreement)

THIS AGREEMENT made and entered into this 1st day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and CONSTANCE HIBBARD, hereinafter called DIETITIAN,

W I T N E S S E T H:

Micro Filmed

1. In consideration of the covenants of COUNTY herein, DIETITIAN agrees during the term of this agreement to perform the following services in accordance with the standards for hospital accreditation as published by the Joint Commission on Accreditation of Hospitals:

   A. To consult with hospital personnel to maintain an organized dietetic service in Yolo General Hospital.

   B. To assist in preparation of written policies and procedures which govern all dietetic activities.

   C. To advise the administration of the nutritional aspects of patient care.

   D. To maintain a written record of the service provided on each hospital visit to insure continuity of service and to identify progress.

   E. To provide training to hospital personnel in the nutritional aspects of patient care.

Micro Filmed

   F. To provide such consulting service one day each week except that the Hospital Administrator may request additional services in writing specifying such additional days.

2. In consideration of the covenants of DIETITIAN herein, COUNTY agrees as follows:

   A. To pay DIETITIAN the sum of SIXTY DOLLARS ($60.00) per day.

   B. To pay DIETITIAN monthly on presentation of a claim

therefor; mileage at the rate of TEN CENTS (10¢) per mile for the first 300 miles and EIGHT CENTS (8¢) per mile for any additional miles computed from DIETITIAN'S home in Sacramento.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

A. In the performance of the work, duties and obligations devolving upon her under this agreement, DIETITIAN is at all times acting and performing as an independent contractor practicing her profession of consulting dietetian. COUNTY shall not have nor exercise any control or direction over the methods by which DIETITIAN shall perform her work and functions except that DIETITIAN does by this agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practices in her profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent and efficient and satisfactory manner.

B. The term of this agreement shall commence on the date first above written and shall terminate upon thirty (30) days' written notice thereof by either party.

Micro Fiched

C. DIETITIAN represents that she is registered with the American Dietetic Association and agrees to maintain such registration during the term of this agreement.

D. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed

this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ruth E. Lucas
DEPUTY

(SEAL)

Constance Hibbard
CONSTANCE HIBBARD

Micro Filmed

Micro Filmed

AGREEMENT NO. 69-43

THIS AGREEMENT, made and entered into this ____ day of _____, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its Department of Housing and Community Development, hereinafter called "STATE" and the COUNTY OF YOLO, hereinafter called "COUNTY",

W I T N E S S E T H

WHEREAS, permanent buildings used for human habitation, and buildings accessory thereto, within labor camps (as defined in section 2616, labor code) must comply with the regulations adopted pursuant to Division 2, Part 9, Chapter 4, Labor Code of the State of California, (unless a local ordinance prescribing minimum standards equal to or greater than such regulations is applicable;) and

WHEREAS, STATE is given exclusive jurisdiction over all other aspects of labor camps by said Act; and

WHEREAS, COUNTY wishes to obtain STATE'S assistance in carrying out its responsibilities under said Act to the mutual benefit of both parties; and

WHEREAS, STATE is authorized to enter into agreement with COUNTY under Health and Safety Code, sections 37101 and 17966, to assist COUNTY in enforcing all applicable provisions of the State law,

NOW, THEREFORE, the parties hereby agree as follows:

1. STATE agrees to enforce in its own name all the applicable regulations governing the construction and erection of permanent and temporary buildings used for human habitation and buildings and structures accessory thereto within labor camps for housing agricultural employees in the County of Yolo. Such

enforcement shall include the making of all inspections and the issuance of permits and orders required in such enforcement. In performing such work, representatives of the STATE shall retain all powers granted them in the California Health and Safety Code and Labor Code.

2. STATE agrees to provide all personnel, office space, forms and office material necessary for operation, and to collect all fees as required by law. All fees so collected shall become the property of STATE and shall constitute the entire reimbursement to STATE from COUNTY under this contract.

3. COUNTY agrees to cooperate with STATE in said enforcement program by making available what consulting service and information it has should STATE request it.

Micro Filmed

4. This contract shall become effective on June 30 1969, and shall continue in effect until June 30, 1971, and shall be subject to renewal as provided in paragraph 5.

5. This contract shall be deemed to be automatically renewed for a term of one year unless terminated by either party upon written notice to terminate served upon the other party not less than thirty (30) days before the expiration of any term or renewal term. Should COUNTY serve such written notice on STATE, said notice shall include a statement that COUNTY shall henceforth be charged with enforcement of all applicable regulations being enforced by STATE under the terms of this contract immediately upon termination of this contract.

6. STATE agrees to furnish to the Building Inspector of COUNTY a copy of every permit issued hereunder upon completion of the work described therein, and to make an annual report to the Board of Supervisors of COUNTY of the work performed and fees collected hereunder.

7. COUNTY agrees to the extent allowed by law to indemnify defend, and save harmless STATE, its officers, employees,

and servants from any liability imposed by law including, but not limited to section 895.2 of the Government Code, for injury or damages caused by any act or omission by any of COUNTY'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

8. STATE agrees to the extent allowed by law to indemnify, defend, and save harmless COUNTY, its officers, employees, and servants from any liability imposed by law including, but not limited to, section 895.2 of the Government Code, for any injury or damages caused by any act or omission by any of STATE'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, this _____day of _____, _____.

Micro Fiched

Arthur H. Snowden

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____DEPUTY
(SEAL)

APPROVED AS TO FORM

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT
STATE OF CALIFORNIA

_____
CHARLES M. MACK
COUNTY COUNSEL

BY_____
DIRECTOR

Approved as to legal sufficiency

_____

FILED
APR 13 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 44

(Occupational Therapy Agreement)

THIS AGREEMENT made and entered into this 14th day of April, 1969, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and MONICA E. E. van HOOGSTRATEN, hereinafter called THERAPIST,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services for four hours per day, five week days per week:
   A. To provide occupational therapy services under the direction of the medical staff for the occupational rehabilitation of patients at Yolo General Hospital.
   B. To prepare occupational therapy plans approved by the Committee on Physical Medicine as to each such patient, and
   C. To maintain a written record of the therapy provided to and progress attained by each patient.
2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST at the rate of THREE HUNDRED FIFTY DOLLARS ($350.00) per month.

Micro Fiched

3. It is mutually agreed as follows:
   A. In the performance of the work, duties and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction over the methods by which THERAPIST shall perform her work and functions except that THERAPIST

does by this agreement agree to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

C. The term of this agreement shall commence on the day and year first above written and shall continue until terminated by either party upon thirty days written notice.

D. No alterations or variation in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY Arthur H. Simonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY PETER E. LUCAS
Deputy

(SEAL)

Monica van Hoogstraten
MONICA E. E. van HOOGSTRATEN

To:

Auditor
County Counsel
Public Works
Jack G. Hayes, General Contractor

Record-Agreement

BOARD OF SUPERVISORS
Yolo County, California

Date: April 14, 1969
Entry No. 39

File:
TOWN HALLS-Zamora.

Micro Fiched

SEE:
AGREEMENT BOOK NO. 5

MINUTE ORDER NO. 69-425: ACCEPTED THE BID OF JACK G. HAYES, GENERAL CONTRACTOR, DAVIS, CALIFORNIA, THE SUCCESSFUL BIDDER, IN THE AMOUNT OF $41,761.00 FOR THE CONSTRUCTION OF THE ZAMORA TOWN HALL, LOCATED IN ZAMORA, CALIFORNIA; REJECTED ALL OTHER BIDS AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN AGREEMENT NO. 69-45 WHEN THE PROPER BONDS AND DOCUMENTS HAVE BEEN EXECUTED AND FILED WITH THE CLERK.

Upon motion of Supervisor Espigares, seconded by Supervisor Bell, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Bell, Espigares, Stephens, Duncan.

Noes: None.

Absent: Edmonds.

Micro Fiched

FILED
MAY 12 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-45

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, 19 69, by and between

Jack G. Hayes

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

fabricated metal building and appurtenances in Zamora

Micro Fiched

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Zamora Town Hall

(Plan Index No. 620.01 to 620.09) (WO # 0225)

Approved March 10, 1969 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel

ATTEST:
Laurence P. Hanigan, Clerk
By [signature], Deputy

COUNTY OF YOLO

By [signature]
Chairman of the Board of Supervisors

By [signature]
Jack G. Hayes, (Owner)
Contractor

BR

AGREEMENT NO. 69-46

(Supplementary Food Program for Low Income Groups Vulnerable to Malnutrition)

THIS MEMORANDUM OF UNDERSTANDING by and between the California State Department of Education, State Educational Agency For Surplus Property, and the County of Yolo, a political subdivision,

W I T N E S S E T H:

Micro Fiched

Purpose

This Memorandum of Understanding between the above agencies outlines policy and procedures concerning the donation of supplemental foods to persons in those groups in the County of Yolo that are especially vulnerable to health problems, resulting from general and continued hunger due to insufficient food -- infants, preschool children, and women during and 12 months after pregnancy.

Effective Date

This agreement becomes effective upon approval by all participating agents.

Policy

Micro Fiched

It is the policy of the U. S. Department of Agriculture that selected foods be made available to individuals in low income families who need them to prevent, correct or improve nutritional deficiencies. The determination of need for these foods will be made by public health personnel or by physicians serving money-payment or medical-assistance recipients under Public Welfare Programs.

The Supplemental Food Program will not be used as a means for furthering the political interest of any individual or party and that no discrimination will be made in the issuance of

authorizations of supplemental food because of race, creed, color or national origin. Recipients receiving the special food under the Supplemental Food Program will not be required to make any payments in money, materials or services and they will not be solicited in connection with the Supplemental Food Program for voluntary cash contributions for any purpose.

Eligibility for Supplemental Foods

Persons in low income groups vulnerable to malnutrition who have, after consideration of age and income (location and income of parents, in cases of a minor), been found eligible for benefits under existing Federal, State or local food, health or welfare programs for low income persons, shall be eligible to receive supplemental food. The determination of need for supplemental food, the varieties and amount specified shall be made by the Yolo County Health Department through its Public Health Doctors and Public Health Nurses. The Yolo County Health Department is under the supervision of the Public Health Director and provides public health services to the general population of Yolo County. The eligible categories of recipients are as follows:

Micro Fiched

	Estimated Participation
1. Infants through three months of age.	15 per month
2. Infants 4 months through 12 months of age.	35 per month
3. Preschool children 1 year through 5 years.	50 per month
4. Women during and for 12 months after pregnancy	25 per month
TOTAL	125 per month

Distribution

Notwithstanding provisions to the contrary contained in the Commodity Distribution Plan of Operation between the California State Department of Education, State Educational Agency for Surplus Property and the County of Yolo, Department of Public Welfare,

the County of Yolo agrees to pay the California State Department of Education, State Educational Agency for Surplus Property the same service and handling charges per unit as is assessed in the regular Commodity Distribution Program. The Yolo County Department of Public Welfare will distribute supplemental food at such times and places as are available for the distribution of USDA Commodities under its regular distribution process. Distribution of supplemental foods will be made only to those recipients that have authorization forms that are properly completed and signed by Public Health Officials. Only the specified varieties and amounts of supplemental food shown on the authorization form shall be distributed to identifiable recipients.

Forms Accountability and Recordkeeping

Micro Fiched

The Yolo County Department of Public Welfare will have the recipient or proxy sign the authorization form as having received the supplemental food. The authorization form will be retained by the Yolo County Department of Public Welfare as part of its permanent distribution records for a period of 3 years from the close of the Federal fiscal year to which they pertain. The Yolo County Department of Public Welfare will prepare and forward 4 copies of the Monthly Distribution Forms (Exhibit B) to the California State Department of Education, State Educational Agency for Surplus Property. A copy of the authorization form shall be retained by the Yolo County Health Department as part of its permanent records for a period of three years from the close of the Federal fiscal year to which they pertain.

Review of Records

The California State Department of Education, State Educational Agency for Surplus Property and the U. S. Department of Agriculture are authorized to inspect, at any reasonable time,

the storage, distribution and accountability of the supplemental food.

Liability and Losses

The County of Yolo will assume the liability for losses as outlined in Federal Regulations governing the Commodity Distribution Program. Out-of-condition commodities will be salvaged or destroyed according to USDA instructions.

IN WITNESS WHEREOF the parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year hereinafter mentioned.

Micro Fiched

CALIFORNIA STATE DEPARTMENT OF EDUCATION
STATE EDUCATIONAL AGENCY FOR SURPLUS PROPERTY

BY_____

DATE _____

COUNTY OF YOLO, a political subdivision

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

DATE _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY_____DEPUTY

(SEAL)

U.S. DEPARTMENT OF AGRICULTURE
CONSUMER AND MARKETING SERVICE
CONSUMER FOOD PROGRAMS

County	State	Month

CFP(CD) INSTRUCTION 708-5
EXHIBIT B

MONTHLY DISTRIBUTION OF DONATED

Commodities To Special Groups

	Infants		Preschool Children	Pregnant Women - Nursing Mothers	Total Number Recipients	For Agency Use Only
	0 Thru 3 Mos.	4 Mo. Thru 12 Mos.	13 Mos. Thru 5 Yrs.			
Number of Recipients in each Group						
Name and Weight of Commodity	Units of Food Given to Each of Above Groups				Total Units For Each Commodity	
Milk, Evaporated .806 Pounds per can						
Farina .875 Pounds per pkg.						
Syrup, Corn 1.487 Pound per bottle						
Grape Juice 3.100 Pounds per can						
Apricot Nectar 3.100 Pounds per can						
Egg Mix, Scrambled .750 Pound Per can						
Fowl, Canned Whole 3.125 Pound per can						
Peas, Canned 1.000 Pound per can						
Tomatoes, Canned 1.000 Pound per can						
Beans, Canned Green 1.000 Pound per can						
Tomato Juice 3.100 Pound per can						
Peanut Butter 2.000 Pounds per can						
Prune Juice 3.100 Pound per can						
Potatoes, White 1.000 Pound pkg.						
Milk, Instant 2.400 Pounds per pkg.						
Instant Milk Beverage Mix 2.000 Pounds per pkg.						

Micro Fiched

11/14/68

AGREEMENT NO. 69-47

THIS AGREEMENT made and entered into this 21st day of April, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF DAVIS, a municipal corporation, hereinafter referred to as CITY,

W I T N E S S E T H:

WHEREAS, CITY and COUNTY desire to modify the agreement dated June 24th, 1963, Agreement No. 63-3, extending to residents of the unincorporated area of COUNTY the privilege of use of the Davis City Dump by amending the provisions for payment by COUNTY to CITY.

Micro Fiched

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 2 of Agreement No. 63-3 is hereby amended to read as follows:

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay the CITY the following sums on June 1st of each year:

(a) The sum of ONE THOUSAND DOLLARS ($1,000.00) per year.

(b) A sum equal to the amount of property taxes levied on the dump site required to be paid by CITY each year.

2. This amendment shall become effective on July 1st, 1969.

3. In all other respects, the terms of said Agreement No. 63-3 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

CITY OF DAVIS, a municipal corporation

BY _____
MAYOR

BY _____
CITY CLERK

ATTEST:

_____

(SEAL)

FILED
MAY - 8 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69- 48

THIS AGREEMENT made and entered into this 21st day of April, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the CITY OF WINTERS, a municipal corporation, hereinafter referred to as CITY,

W I T N E S S E T H:

WHEREAS, CITY and COUNTY have entered into an agreement dated February 14th, 1967, Agreement No. 67-7, whereby the residents of Yolo County and COUNTY itself may make use of the dumping grounds owned by the City of Winters; and

Micro Fiched

WHEREAS, CITY and COUNTY desire to modify the payment to be made by COUNTY to CITY as rental for the dumping privilege,

NOW, THEREFORE, the parties hereto agree as follows:

1. Paragraph 3 of said Agreement No. 67-7 is hereby amended to read as follows:

3. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay the CITY the following sums on the first day of November of each year during the term of this agreement.

(a) The sum of ONE THOUSAND DOLLARS ($1,000.00) per year.

(b) A sum equal to the amount of the property taxes levied on the dump site required to be paid by CITY.

2. This amendment shall become effective on July 1st, 1969.

3. In all other respects, the terms of said Agreement No. 67-7 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WINTERS, a municipal corporation

BY _____
Vice - MAYOR

BY _____
CITY CLERK

ATTEST:

_____

(SEAL)

Micro Filmed

AGREEMENT NO. 69-40

FILED
APR 25 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LEASE

THIS LEASE made and entered into this 1st day of January, 1969, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LANDLORD, and HOUSING AUTHORITY OF THE COUNTY OF YOLO, a housing authority, hereinafter called TENANT,

Micro Fiched

W I T N E S S E T H:

WHEREAS, TENANT has entered into a contract with the State of California dated May 8th, 1968, for the purpose of developing and operating a program which will meet the special needs of migratory agricultural workers and their families, including housing, which contract is funded by a grant made by the United States Office of Economic Opportunity to the State of California pursuant to the Economic Opportunity Act of 1964; and

WHEREAS, TENANT is obligated to make an in-kind contribution to the performance of said contract; and

WHEREAS, LANDLORD by and through its Board of Supervisors may do and perform all acts necessary to enable it to participate in the Economic Opportunity Act of 1964; and

WHEREAS, LANDLORD desires to make available to TENANT certain real property to enable TENANT to satisfy said in-kind contribution,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. DESCRIPTION.

LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth that certain parcel of real property in Exhibit "A" attached hereto.

2. TERM.

a. The term of this lease shall be for the period that TENANT develops and operates a program pursuant to said contract with the State of California or any extension thereof.

b. The term shall commence on January 1st, 1969.

3. RENT.

No rent shall be payable pursuant to this lease.

4. USE.

Premises shall be used and occupied only for the purpose of developing and operating a program pursuant to the terms of said contract between TENANT and the State of California or any extension thereof.

Micro Fiched

5. UTILITIES.

TENANT shall provide and pay all charges for any and all utility services used on the premises during the term of this lease.

6. IMPROVEMENTS.

Any and all improvements placed upon the premises during the term of this lease shall be constructed and maintained at the sole cost and expense of TENANT.

7. MAINTENANCE AND CONDITION OF THE PREMISES.

a. Acceptance.

By entry under this lease, TENANT accepts the premises in their present condition, and TENANT agrees on the last day of the term or on sooner termination of this lease to surrender the premises, improvements and appurtenances to the LANDLORD in good order and condition, reasonable use, wear and tear and damage by fire and Act of God or the elements excepted, and to remove all of TENANT'S personal property from the property.

b. Waste.

TENANT shall not commit or permit others to commit on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or of any other tenant of LANDLORD on reserved or adjacent property.

c. Maintenance.

TENANT shall care for the leased premises and the approaches to and appurtenances of the leased premises and maintain them in the same order and condition in which received, ordinary wear and tear excepted, and shall make diligent effort to prevent the spread of all noxious weeds and rodents and other vertraebrate pests on the leased premises during the term of the lease and to take reasonable measure to protect the premises from infestations of insects, spiders, mites, snails, shrimps and other such pests. TENANT agrees to make diligent effort to prevent infestations or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might cause damage to crops or other animals grown or maintained on or adjacent to the premises.

Micro Fiched

8. EXCULPATORY CLAUSE.

Neither LANDLORD nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TENANT under or in connection with any matter not delegated to LANDLORD under this lease. Pursuant to Government Code § 895.4, TENANT shall fully indemnify and hold LANDLORD harmless from any damage or liability occuring by reason of anything done or omitted to be done by TENANT under or in connection with any matter not delegated to LANDLORD under this agreement.

9. COMPLIANCE WITH LAW.

TENANT shall comply with all the requirements of all governmental authorities in force either now or in the future affecting the premises and shall faithfully observe in its use of the premises all laws, rules and regulations of these authorities in force either now or in the future.

10. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign this lease nor any interest therein and shall not lease or underlet the said premises except in connection with the development and operation or programs described in said agreement between TENANT and the State of California, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer or attempted assignment or transfer of this lease or of any interest therein or underletting except as set forth above, either by voluntary or involuntary act of TENANT or by operation of law or otherwise, shall, at the option of LANDLORD, terminate this lease; and any such purported assignment, transfer, or underletting, without such consent shall be null and void.

11. NOTICES.

Micro Fiched

All notices to be given to the parties of this lease may be given by depositing the same in the United States mail, postage prepaid, and addressed to LANDLORD and TENANT, respectively, as follows:

LANDLORD:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

TENANT:

Executive Director
Housing Authority of the County of Yolo
P. O. Box 57
Woodland, California 95695

12. CONDITIONAL LIMITATIONS.

Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

13. WAIVER.

One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD'S consent to or approval of any act by TENANT requiring LANDLORD'S consent or approval shall not be deemed to waive or render unnecessary LANDLORD'S consent to or approval of any subsequent similar act by TENANT.

Micro Fiched

14. CONSTRUCTION.

The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

15. BINDING ON SUCCESSORS.

Subject to Paragraph 10, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

LANDLORD:
COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS
Deputy
(SEAL)

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT:

HOUSING AUTHORITY OF THE COUNTY OF YOLO, a housing authority

BY _____

BY _____

Micro Fiched

Madison Labor Camp

A parcel of land being a portion of the West 1/2 of Section 27, T. 10 N., R. 1 W., M.D.B.&M., Yolo County, California, more fully described as follows:

BEGINNING at the Northwest corner of that certain parcel of land entitled Yolo County Labor Camp shown on that Record of Survey filed in Book 9 of Maps and Surveys at Page 151 in the Office of the Recorder of the County of Yolo, said corner also being on the South line State Highway No. 16; thence South 71°51'00" East 400.00 feet along said South line to the West line of the 20 foot easement shown on said Record of Survey; thence South 10°15'00" West 1102.42 feet along said West line, and the Southerly prolongation thereof, to the South line of said Section 27; thence West 597.54 feet along said South line; thence North 10°15'00" East 606.87 feet; thence South 79°51'00" East 120.00 feet; thence North 10°15'00" East 320.45 feet; thence South 79°51'00" East 68.00 feet; thence North 10°15'00" East 280.40 feet to the point of beginning.

Containing 13.50 acres, more or less.

Micro Fiched

EXHIBIT "A"

AGREEMENT NO. 69-50

Form CD-15
(Rev. 1969)

Calif. 1-

FILED
MAY 22 1969
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

YOLO County

In accordance with the terms of a cooperative project agreement between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, and the California State Department of Agriculture, approved May 28, 1958, copies of which are on file at Room E2717, Federal Building, 2800 Cottage Way, Sacramento, California 95825, this field agreement is made to augment the animal damage control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies both for protection of domestic animals and human health.

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife and the California State Department of Agriculture, these two agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

Micro Fiched

3. The County of YOLO will provide $19,542.04 for the payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1969 to June 30, 1970. The Bureau and State Department of Agriculture may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

5. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. No bounties shall be paid by the Cooperator upon predatory animals during the period that this agreement is in effect, unless otherwise agreed upon.

8. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

Micro Filmed

MAY - 5 1969 (Date)	Arthur H. Simonds Chairman, Board of Supervisors of YOLO County
5-19-69 (Date)	Malcolm H. Allison State Supervisor, Division of Wildlife Services, Bureau of Sport Fisheries and Wildlife.
5/20/69 (Date)	Allen B. Semmar Chief, Division of Plant Industry, State Department of Agriculture

Approved as to Form
Dated
County Counsel of Yolo County

SUPPLEMENT INFORMATION ON
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California Department of Agriculture
Cooperating With

YOLO
_____County

Micro Fiche

The amount of $ 19,542.04 as shown on the agreement is to be disbursed as follows:

Hunter	Salary*	Travel	Other Expenses **	Fringe Benefits ***
1. Riley O'Bryant	$7,320.00	$1,200.00	$300.00	$1,244.52
2. Richard L. Kimes	$6,804.00	$1,200.00	$300.00	$1,173.52
3.				
4. Total	$14,124.00	$ 2,400.00	$600.00	$2,418.04

Herbert W. Chandler
(Signature)
Herbert W. Chandler
May 1, 1969
(Date)

*If hunter(s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

* Richard L. Kimes	July 1, 1969 thru December 31, 1969	$553.00
	January 1, 1970 thru June 30, 1970	581.00

** Horse Hire

*** Includes Insurance, Retirement and O.A.S.D.I.

FILED
SEP - 3 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 69-51

(Agreement for Sale of Real Property)

THIS AGREEMENT dated this 5th day of May, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF DAVIS, a municipal corporation, hereinafter called CITY,

W I T N E S S E T H :

COUNTY agrees to sell and CITY agrees to purchase the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the City of Davis, County of Yolo, State of California, and is more particularly described as follows: Micro Fiched

   Lot 5, Block 1, Range D, Davisville, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on November 24, 1968, in Book H of Deeds at Page 242.

   And also described as:

   Lot 5, Block 10, City of Davis, according to the official plat thereof filed for record in the office of the Recorder of Yolo County, California, on June 6, 1933, in Book 3 of Maps, at Page 71.

2. The purchase price is the sum of THIRTEEN THOUSAND EIGHT HUNDRED NINETY-THREE and NO/100 DOLLARS ($13,893.00).

3. CITY agrees to deposit the purchase price in escrow with Western Title Guaranty Company, Yolo County Division, 205 E Street, Davis, California, within thirty (30) days of execution of this agreement by it.

4. Title is to be free from all liens, encumbrances, easements or restrictions, rights and conditions of record except that the same shall be subject to items 1, 2, and 3 as the same appear on that preliminary title report issued by Western Title Guaranty Company, Yolo County Division, being

Davis Office order number 60074 issued on November 21, 1968.

5. COUNTY shall furnish to CITY at CITY'S expense a standard form California Land Title Insurance Policy insuring title in CITY subject only to exceptions 1 and 2 as designated in items 1 and 2 of the above referenced report. If COUNTY fails to deliver title as herein provided, then either party hereto may terminate this agreement or the parties may mutually agree in writing that COUNTY shall have six (6) months thereafter in which to remove all defects in title objectionable to CITY.

6. Title shall vest as follows: CITY OF DAVIS, a municipal corporation.

7. CITY agrees to pay all acknowledgment and recording fees incurred in this transaction as well as any documentary stamps or title insurance required.

Micro Fiche

8. CITY shall have the right to enter into possession of the property upon the close of escrow.

9. Escrow Instructions signed by COUNTY and CITY shall be delivered to the escrow holders within twenty (20) days from CITY'S acceptance hereof, and shall provide for closing within thirty (30) days from the opening of escrow, subject to written extension signed by COUNTY and CITY.

10. This agreement is conditioned upon a favorable report and recommendation pursuant to law of the Planning Commission having jurisdiction over the property.

11. If the improvements on the property are destroyed or substantially damaged prior to the close of escrow, then either party may, at its option, elect to terminate this agreement.

12. Time is of the essence of this agreement.

IN WITNESS WHEREOF, COUNTY has executed this agreement on the following page 3 the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

By: Pete E. Lucas
DEPUTY

(SEAL)

IN WITNESS WHEREOF, the CITY OF DAVIS has executed this agreement on the 9th day of June, 1969.

CITY OF DAVIS, a municipal corporation

Micro Fiched

By: R. J. Thomson
Mayor

By: Howard S. Rice
City Clerk

(SEAL)

Approved as to Form
Date
County Counsel
of Yolo County

(9)

AGREEMENT NO. 69- 51

(Agreement for Sale of Real Property)

THIS AGREEMENT dated this 5th day of May, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF DAVIS, a municipal corporation, hereinafter called CITY,

W I T N E S S E T H :

COUNTY agrees to sell and CITY agrees to purchase the hereinafter described real property upon the terms and conditions hereinafter set forth:

1. The real property referred to above is located in the City of Davis, County of Yolo, State of California, and is more particularly described as follows:

Micro Fiched

> Lot 5, Block 1, Range D, Davisville, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on November 24, 1968, in Book H of Deeds at Page 242.

And also described as:

> Lot 5, Block 10, City of Davis, according to the official plat thereof filed for record in the office of the Recorder of Yolo County, California, on June 6, 1933, in Book 3 of Maps, at Page 71.

2. The purchase price is the sum of THIRTEEN THOUSAND EIGHT HUNDRED NINETY-THREE and NO/100 DOLLARS ($13,893.00).
3. CITY agrees to deposit the purchase price in escrow with Western Title Guaranty Company, Yolo County Division, 205 E Street, Davis, California, within thirty (30) days of execution of this agreement by it.
4. Title is to be free from all liens, encumbrances, easements or restrictions, rights and conditions of record except that the same shall be subject to items 1, 2, and 3 as the same appear on that preliminary title report issued by Western Title Guaranty Company, Yolo County Division, being

Davis Office order number 60074 issued on November 21, 1968.

5. COUNTY shall furnish to CITY at CITY'S expense a standard form California Land Title Insurance Policy insuring title in CITY subject only to exceptions 1 and 2 as designated in items 1 and 2 of the above referenced report. If COUNTY fails to deliver title as herein provided, then either party hereto may terminate this agreement or the parties may mutually agree in writing that COUNTY shall have six (6) months thereafter in which to remove all defects in title objectionable to CITY.

6. Title shall vest as follows: CITY OF DAVIS, a municipal corporation.

7. CITY agrees to pay all acknowledgment and recording fees incurred in this transaction as well as any documentary stamps or title insurance required.

Micro Fiched

8. CITY shall have the right to enter into possession of the property upon the close of escrow.

9. Escrow Instructions signed by COUNTY and CITY shall be delivered to the escrow holders within twenty (20) days from CITY'S acceptance hereof, and shall provide for closing within thirty (30) days from the opening of escrow, subject to written extension signed by COUNTY and CITY.

10. This agreement is conditioned upon a favorable report and recommendation pursuant to law of the Planning Commission having jurisdiction over the property.

11. If the improvements on the property are destroyed or substantially damaged prior to the close of escrow, then either party may, at its option, elect to terminate this agreement.

12. Time is of the essence of this agreement.

IN WITNESS WHEREOF, COUNTY has executed this agreement on the following page 3 the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

By: _____
DEPUTY

(SEAL)

Micro Fiched

IN WITNESS WHEREOF, the CITY OF DAVIS has executed this agreement on the ____ day of _____, 1969.

CITY OF DAVIS, a municipal corporation

By: _____

By: _____

(SEAL)

Approved as to Form
Dated _____
_____
County Counsel
of Yolo County

FILED
MAY - 5 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-52

(Hospital Agreement for Maternity Services)

THIS AGREEMENT dated this 5th day of May, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DAVIS COMMUNITY HOSPITAL, INC., a corporation, hereinafter called HOSPITAL,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to contract for provision of complete maternity services (including New Born and Premature Nursery) with other licensed hospitals.

Micro Fiched

2. HOSPITAL operates and maintains DAVIS COMMUNITY HOSPITAL, INC. which provides such maternity services and is willing to provide such services in accordance with the terms of this agreement.

AGREEMENTS:

1. In consideration of the covenants of COUNTY, HOSPITAL agrees as follows:

   A. Services. To provide complete maternity services at the above named facility to persons living in Yolo County and in all emergency cases.

   B. Notice. To notify the County Hospital Administrator or his designate as soon as possible after the first service is rendered.

   C. Compensation. To seek compensation from the patient and submit claims if applicable to the Medi-Cal Program for services rendered hereunder.

2. In consideration of the covenants of HOSPITAL, COUNTY agrees

to pay HOSPITAL the difference between the compensation otherwise received for services rendered pursuant to this agreement and the rate allowed therefor under the Medi-Cal Program, provided COUNTY has received notice from HOSPITAL as soon as possible after the first service is rendered.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. HOSPITAL agrees to save COUNTY harmless from all claims for damages arising out of the provision of services pursuant to this agreement and shall defend any suit against COUNTY that may arise therefrom. HOSPITAL shall maintain liability insurance covering such claims with policy limits of at least $500,000. for each person, and $1,000,000. for each occurrence.

B. The term of this agreement shall commence on May 5, 1969, and shall continue until terminated by either party on six months' written notice. Notice may be given by mail to either party addressed as follows:

Micro Fiched

COUNTY:

Chairman of the Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

HOSPITAL:

DAVIS COMMUNITY HOSPITAL, INC.
Road 99
Davis, California 95616

IN WITNESS WHEREOF, this agreement was executed on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Duncan Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

DAVIS COMMUNITY HOSPITAL, INC.,
a corporation

BY James T. Ralph
JAMES RALPH, PRESIDENT

BY Mary Ralph
MARY RALPH, SECRETARY

(SEAL)

Micro Filmed

FILED
MAY - 5 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-53

(Hospital Agreement for Maternity Services)

THIS AGREEMENT dated this 25th day of April, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter called HOSPITAL,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to contract for provision of complete maternity services (including New Born and Premature Nursery) with other licensed hospitals.

Micro Fiched

2. HOSPITAL operates and maintains WOODLAND MEMORIAL HOSPITAL which provides such maternity services and is willing to provide such services in accordance with the terms of this agreement.

AGREEMENTS:

1. In consideration of the covenants of COUNTY, HOSPITAL agrees as follows:

   A. Services. To provide complete maternity services at the above named facility to persons living in Yolo County and in all emergency cases.

   B. Notice. To notify the County Hospital Administrator or his designate as soon as possible after the first service is rendered.

   C. Compensation. To seek compensation from the patient and submit claims if applicable to the Medi-Cal Program for services rendered hereunder.

2. In consideration of the covenants of HOSPITAL, COUNTY agrees

to pay HOSPITAL the difference between the compensation otherwise received for services rendered pursuant to this agreement and the rate allowed therefor under the Medi-Cal Program, provided COUNTY has received notice from HOSPITAL as soon as possible after the first service is rendered.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. HOSPITAL agrees to save COUNTY harmless from all claims for damages arising out of the provision of services pursuant to this agreement and shall defend any suit against COUNTY that may arise therefrom. HOSPITAL shall maintain liability insurance covering such claims with policy limits of at least one million dollars.

B. The term of this agreement shall commence on May 5th 1969, and shall continue until terminated by either party on six months' written notice. Notice may be given by mail to either party addressed as follows:

Micro Fiched

COUNTY:

Chairman of the Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

HOSPITAL:

Gerald V. Esparcia, Jr., Administrator
WOODLAND MEMORIAL HOSPITAL
1325 Cottonwood Street
Woodland, California 95695

IN WITNESS WHEREOF, this agreement was executed on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY
(SEAL)

WOODLAND MEMORIAL HOSPITAL, a
non-profit corporation

BY _____
ADMINISTRATOR

BY _____
SECRETARY

(SEAL)

Micro Fiched

FILED
MAY 12 1969
LAURENCE P. HENIGAN, Clerk
By [illegible]
Deputy

AGREEMENT NO. 69-54

LAND CONSERVATION AGREEMENT

PRESERVE No. 9

THIS LAND CONSERVATION AGREEMENT, made and entered into this 12th day of May, 1969, by and between Conrad L. Staib, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-56; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT No. 71-186

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiche

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Conrad L. Stark

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On May 12, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

OFFICIAL SEAL
JAMES G. HANNAH
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires Dec. 16, 1972

James G. Hannah
NOTARY PUBLIC

My Commission Expires: 12-16-72

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 16th day of April, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Conrad L. Staib and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 16th day of April, 1969.

NANCY L. SEDA
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

Nancy L. Seda
NOTARY PUBLIC

My Commission Expires: 6/30/69

EXHIBIT "A"

LEGAL DESCRIPTION

S½ of Section 31, T9N, R2E,, and the E½ of the NE¼ of Section 36, T9N, R1E, M. D. B. & M.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

MAY 12 1969
LAURE... CLERK
By...

RESOLUTION NO. 69-57

(Resolution Finding Agreement Substantially Similar to Contract, Parcel to be Covered by Agreement Within/Without Mile of City and Authorizing Chairman of Board of Supervisors to Sign Agreement on Behalf of County)

WHEREAS, it is the policy of the County of Yolo to maintain its agricultural economy and prevent unnecessary and premature conversion of land in agricultural use by utilizing the California Land Conservation Act of 1965; and

WHEREAS, the County has heretofore established an Agricultural Preserve pursuant to said Act by Resolution No. 69-56; and

Micro Fiched

WHEREAS, the following described real property is found within said Preserve: County Assessor's Parcels Numbers 24-230-28, 24-230-29, 24-241-14, and 24-241-28; and

WHEREAS, the Board of Supervisors finds it can best achieve the County's policy by signing and becoming a party to Land Use Agreements as authorized by said Act which Agreements, taken as a whole, provide restrictions, terms and conditions which are substantially similar to those required by law of Land Conservation Act Contracts; and

WHEREAS, CONRAD L. STAIB is the owner of said real property and as owner has signed a Land Use Agreement as authorized by said Conservation Act; and

WHEREAS, the Board of Supervisors has heard and considered discussion on the restrictions, terms and conditions of the Agreement, it finds that said Agreement, taken as a whole, provides restrictions, terms and conditions which are substantially similar to those required by law of said Conservation Act Contracts; and

WHEREAS, the Board of Supervisors finds that the parcel covered by said agreement is not within one mile of any incorporated city in this County at the time the agreement covering

said parcels was executed except: NONE ;

NOW, THEREFORE, BE IT RESOLVED, that the County become a party to the above referenced to Land Use Agreement and the Chairman of the Board of Supervisors sign said Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 12th day of May, 1969, by the following vote:

AYES: Duncan, Bell, Espigares, Edmonds.

NOES: None.

ABSENT: Stephens.

Micro Filmed

Arthur H. Edmonds

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas DEPUTY

(SEAL)

FILED

MAY 12 1969

LAURENCE T. HENIGAN, Clerk

By: [illegible]

AGREEMENT NO. 69-55

THIS AGREEMENT made and entered into this 12th day of May, 1969, by and between the COUNTY OF YOLO, hereinafter called YOLO, and the COUNTY OF COLUSA, hereinafter called COLUSA,

W I T N E S S E T H:

WHEREAS, COLUSA desires to contract with YOLO to the end that a limited number of juveniles under the jurisdiction of COLUSA be cared for and detained at the Yolo County Juvenile Hall; and

WHEREAS, YOLO has facilities and personnel at its Juvenile Hall for a limited number of said juveniles;

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

1. Definitions:

(a) Juvenile as used in this agreement means any person under the age of eighteen (18) years subject to, and under the jurisdiction of, the Juvenile Department of the Superior Court of the State of California, in and for the County of Colusa, by reason of there having been filed in said Court a petition alleging that said person comes within the provisions of §§ 601 or 602 of the Welfare and Institutions Code.

(b) Yolo Juvenile Hall shall mean the Juvenile Hall of the County of Yolo.

(c) Colusa Juvenile Court shall mean the Juvenile Department of the Superior Court of the State of California, in and for the County of Colusa.

2. YOLO will accept for care and detention at the Yolo Juvenile Hall juveniles subject to the following limitations:

(a) That a petition has been filed in COLUSA Juvenile Court alleging that such person comes within the provisions of

§§ 601 or 602 of the Welfare and Institutions Code.

(b) That the COLUSA Juvenile Court shallhave made an order detaining said juvenile in the YOLO County Juvenile Hall, which said order, or a certified copy thereof, shall accompany said juvenile and be delivered to the Superintendent of the Yolo Juvenile Hall.

(c) That the number of juveniles accepted by YOLO shall be limited to the availability of facilities and personnel at the Yolo Juvenile Hall, after giving first priority to Yolo County juveniles.

(d) That each COLUSA juvenile shall be accompanied by a certificate of the Probation Officer of COLUSA, or a deputy thereof, certifying that to the best of said officer's knowledge and belief the juvenile does not have a communicable, contagious or infectious disease nor does not then need medical treatment; said juvenile shall also be accompanied by written information giving the juvenile's age, sex, race, religious affiliation, home address and the name and address of his or her parents, guardian or other closest next of kin.

Micro Fiched

(e) Before any COLUSA juvenile is conveyed to the Yolo Juvenile Hall or detained therein COLUSA shall ascertain from the Superintendent of the Yolo Juvenile Hall that such person can be received.

3. That the care and detention given by YOLO to COLUSA juveniles shall not include any surgery or other medical treatment, eyeglasses, dental work, special consultations or other procedures. That should such be required COLUSA will remove the juvenile from Yolo Juvenile Hall.

4. That should emergency medical treatment be necessary for any COLUSA juvenile cared for and detained at the Yolo Juvenile Hall said treatment may be performed at the Yolo General Hospital at the expense of COLUSA.

5. That all costs of transportation to and from the Yolo Juvenile Hall shall be the responsibility of COLUSA.

6. COLUSA shall have the right to remove any juvenile upon previous telephonic notice.

7. YOLO shall have the right to require COLUSA to remove any juvenile within twelve (12) hours after telephonic notice to COLUSA Probation Officer for any reason or cause whatsoever.

8. COLUSA shall pay YOLO a per diem rate for care and detention of COLUSA juveniles, said per diem rate to apply to any day or portion of a day during which said juvenile is cared for or detained in Yolo Juvenile Hall. The per diem rate shall be that determined from time to time by the Board of Supervisors of YOLO to equal the daily cost of care, support and maintenance of minor persons in Yolo Juvenile Hall as reported to the Board of Supervisors for the purpose of making the determination required by Welfare and Institutions Code § 904.

Micro Fiched

9. COLUSA shall be responsible, and reimburse YOLO, for any damage to the property of YOLO due to the malicious or wanton acts of a COLUSA juvenile cared for and detained at Yolo Juvenile Hall.

10. That YOLO shall bill COLUSA monthly and COLUSA shall pay YOLO within thirty (30) days thereafter by warrant payable to the County of Yolo and delivered to the Chief Probation Officer, Yolo County, P. O. Box 176, Woodland, California.

11. YOLO agrees to the extent allowed by law to indemnify, defend, and save harmless COLUSA, its officers, employees, and servants from any liability imposed by law including, but not limited to § 895.2 of the Government Code, for injury or damages caused by any act or omission by any of YOLO'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

12. COLUSA agrees to the extent allowed by law to indemnify, defend, and save harmless YOLO, its officers, employees, and

servants from any liability imposed by law including, but not limited to, § 895.2 of the Government Code, for any injury or damages caused by any act or omission by any of COLUSA'S officers, employees, servants, or enrollees occurring in the performance, or otherwise arising out of this agreement.

13. This agreement may be cancelled upon thirty (30) days written notice by one party to the other.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their authorized officers as of the day and year first hereinabove written.

COUNTY OF YOLO

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

COUNTY OF COLUSA

BY Sheldon E. Morris
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF COLUSA, STATE OF CALIFORNIA

ATTEST:

BY Jean B. Fowler

(SEAL)

APPROVED AS TO FORM
Donald Wiley
DISTRICT ATTORNEY

FILED
MAY 19 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LOGAN Deputy

AGREEMENT NO. 69-56

(Amendment to Cooperation Agreements)

THIS AGREEMENT dated this 19th day of May, 1969, by and between the HOUSING AUTHORITY OF THE COUNTY OF YOLO, hereinafter called the LOCAL AUTHORITY, and the COUNTY OF YOLO, hereinafter called COUNTY,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. LOCAL AUTHORITY and COUNTY entered into a Cooperation Agreement dated October 16th, 1950, providing for local cooperation in the acquisition, ownership and operation by HOUSING AUTHORITY of low rent dwellings known as the Winters Farm Labor Camp.
2. Paragraph 3(b) of that agreement provides for an annual payment in lieu of taxes to COUNTY by HOUSING AUTHORITY in an amount equal to either (1) five percent (5%) of the aggregate Shelter Rent charged to the LOCAL AUTHORITY in respect to such project during such fiscal year or, (2) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is lower.
3. The parties desire to amend said agreement to increase the percentage of Shelter Rent from five percent (5%) to ten percent (10%) and to measure the payment by Shelter Rent collected as well as Shelmr Rent charged.

AGREEMENTS:

1. Paragraph 3(b) of said Cooperation Agreement dated October 16th, 1950 is hereby amended to read as follows:

   (b) Each such annual payment in lieu of taxes shall be made after the end of the fiscal year established for

such Project and shall be in an amount equal to either (1) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the LOCAL AUTHORITY in respect to such Project during such fiscal year or, (2) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is the lower.

2. This amendment shall take effect as of June 30th, 1967.

IN WITNESS WHEREOF, the COUNTY and the LOCAL AUTHORITY have respectively signed this Amendment to the Cooperation Agreement and caused their seals to be affixed and attested as of the day and year first above written.

Micro Fiched

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
(SEAL)

HOUSING AUTHORITY OF THE COUNTY OF YOLO

BY _____
CHAIRMAN

ATTEST:

_____
SECRETARY

FILED
MAY 19 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

BK

AGREEMENT NO. 69-57

(Agreement Amending Cooperation Agreements)

THIS AGREEMENT dated this 19th day of May, 1969, by and between the HOUSING AUTHORITY OF THE COUNTY OF YOLO, hereinafter called LOCAL AUTHORITY, and the COUNTY OF YOLO, hereinafter called COUNTY,

W I T N E S S E T H:

RECITALS:

1. LOCAL AUTHORITY and COUNTY entered into a cooperation agreement dated May 18th, 1950, providing for local cooperation by COUNTY and LOCAL AUTHORITY in the development and operation by LOCAL AUTHORITY within COUNTY of low rent public housing not to exceed two hundred dwelling units.

Micro Fiched

2. LOCAL AUTHORITY and COUNTY entered into a similar agreement dated February 1st, 1951, which was amended by an agreement approved by the Board of Supervisors of COUNTY on February 1st, 1952, which agreement as amended provides for eighty-six additional dwelling units.
3. LOCAL AUTHORITY and COUNTY entered into a similar cooperation agreement dated May 15th, 1959, as to one hundred fifty (150) additional units.
4. Each of the mentioned cooperation agreements provides for payments in lieu of taxes to COUNTY and the amount of such payments is established by the 1950 and 1951 cooperation agreements both as amended by an amendatory agreement dated June 21st, 1965 and by the 1959 cooperation agreement as either (i) five percent (5%) of the Shelter Rent actually collected but in no event to exceed five percent (5%) of the Shelter Rent charged by the LOCAL AUTHORITY in respect to

such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount is lower.

5. LOCAL AUTHORITY has been informed by the United States Department of Housing and Urban Development that the percent of Shelter Rent used to measure payments in lieu of taxes may be increased from five percent (5%) to ten percent (10%).

6. The parties desire to amend the mentioned cooperation agreements to provide for such an increase.

AGREEMENTS:

1. The phrase "five percent (5%)" wherever used in Paragraph 3 of the May 18th, 1950 cooperation agreement as amended, and wherever used in Paragraph 3(b) of the February 1st, 1951 cooperation agreement as amended, and of the May 15th, 1959 cooperation agreement, is hereby amended to read "ten percent (10%)".

2. This amendment shall take effect as of July 1, 1967.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have caused this amendment to cooperation agreements to be executed and attested and have caused their seals to be affixed as of the day and year first above written.

HOUSING AUTHORITY OF THE COUNTY OF YOLO

BY H B Jones
CHAIRMAN

ATTEST:

Craig Thornstein
SECRETARY

(SEAL)

COUNTY OF YOLO

BY Arthur H Edmonds
CHAIRMAN OF BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Ralph E. Lucas DEPUTY
(SEAL)

AGREEMENT NO. 69-58

SUBDIVISION IMPROVEMENT AGREEMENT

Final Map No. 2016

(The Oaks)

FILED

JUN - 4 1969

LAUREN P. HENIGAN, Clerk

By [illegible]

THIS AGREEMENT is made and entered into this 26th day of May, 1969, by and between Harry L. Montfort and William E. Harris, "Subdivider", and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposes to subdivide and develop that area described in Final Map No. 2016 and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: Micro Fiched

1. That Subdivider will develop and construct public improvements in the property in accordance with said plans and specifications heretofore submitted to the County, prepared in conformance with Yolo County Improvement Standards and Specifications, which have been approved by the Department of Public Works and complete the same within twelve (12) months after the date hereof in a good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

3. That Subdivider has paid to the County the sum of $556.78 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County in accordance with Ordinance No. 534 & 546.

4. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage, or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of the property.

5. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the minimum sum of $100,000 in respect to personal injuries and/or death of any one person, $300,000 in respect to personal

injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

6. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

7. That the completion of the improvements shall be deemed to be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said Improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvements shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider.

8. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

9. If the construction of the improvements should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

Micro Fiched

11. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

12. Where required pursuant to the provisions of Section 11592 of the Business and Professions Code the Subdivider shall furnish the County a bond or cash deposit in the amount of $500.00, guaranteeing payment of the cost of setting monuments of survey.

13. It is mutually understood and agreed that when the improvements are accepted as defined herein, fifteen percent (%15) or five hundred dollars ($500), whichever is greater, of the Improvement Security shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 8 of this agreement.

14. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.

15. The acceptance by County of bonds required herein is condition upon surety's fulfillment of the prerequisites set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

16. That Subdivider shall, upon execution of this agreement pay to the County as a drainage fee the sum of four thousand six hundred and forty-one and 00/100 ($4,641.00) dollars. This sum is computed at the rate of $850.00 per acre upon a gross acreage of 5.46 acres. This deposit is for the purpose of defraying the estimated costs of constructing future drainage facilities for the removal of surface and storm waters from local drainage areas.

17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By _____
Vice - Chairman of the Board of Supervisors
County of Yolo, State of California

By _____
Harry L. Montfort (an individual)

and

By _____
William E. Harris (an individual)

Approved as to Form:

_____
County Counsel

Micro Fiched

(21)

FILED
JUN - 3 1969
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas

RESOLUTION NO. 69-63

Resolution of Acceptance for Subdivision No. 2016

WHEREAS, the final Subdivision Map for Subdivision No. 2016 has been presented to the Board for approval and acceptance of streets; and

WHEREAS, said map has been signed by all necessary parties; and

WHEREAS, the improvements have been assured and the map in all respects complys with the provisions of the State Subdivision Map Act and all of the local ordinances,

NOW, THEREFORE, BE IT RESOLVED that the Board does approve said map for Subdivision No. 2016 and accept on behalf of the public the easements and right-of-ways, all as provided for and indicated on said final maps.

PASSED, APPROVED AND ADOPTED this 2nd day of June 1969, by the following vote:

AYES: Bell, Espigares, Stephens, Duncan. Micro Etched

NOES: None.

ABSENT: Edmonds.

W. E. Duncan

Vice- Chairman of the Board of Supervisors
County of Yolo, State of California

ATTEST:
LAURENCE P. HENIGAN, County Clerk

By Pete E. Lucas (Seal) Deputy

APPROVED AS TO FORM:

County Counsel

FILED
JUN - 3 1969
LAUREN ... Clerk
By: Pete E. Fuess

AGREEMENT NO. 69- 59

(Day Care Agreement)

THIS AGREEMENT made and entered into this 2nd day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, the GOVERNING BOARD OF THE DAVIS JOINT UNIFIED SCHOOL DISTRICT of Yolo and Solano Counties, State of California, a joint unified school district, hereinafter referred to as DISTRICT, and the COUNTY SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY, hereinafter referred to as YOLO SUPERINTENDENT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY through the Yolo County Welfare Department is authorized by the California State Department of Social Welfare Regulation 30-365.2 to provide day care for children of low income, non AFDC families who are residents of a target area of special needs, such as migrants.
2. COUNTY desires to provide for such a program in the Davis area.
3. Education Code § 16606.5 authorizes the County Superintendent of Schools of each county, subject to the prior approval of the County Board of Education, and upon the application of one or more school districts under his jurisdiction, to establish and maintain a children's center upon such terms and conditions as may be provided for in a written contract entered into between the County Superintendent of Schools and the governing board of any such district.
4. Education Code § 16609 authorizes agreements with any county or other public agency for the furnishing of property,

facilities, personnel, supplies, equipment and other necessary items in carrying out the provisions of the children's center statutes and authorizes such city and county or other public agency to enter into such agreements.

5. DISTRICT desires the establishment of a children's center for certain migrant children in the Davis area, and hereby makes application to YOLO SUPERINTENDENT for the establishment and maintenance of such a children's center upon the terms and conditions hereinafter set forth.

6. YOLO SUPERINTENDENT desires to exercise the authority conferred upon him by Education Code § 16606.5, and under such authority desires to provide for the establishment and maintenance of such children's center in the Davis area for approximately sixty (60) pre-school children.

7. Such day care services and children's center services include comprehensive and coordinated sets of activities providing direct care and protection of pre-school children outside their own homes during the course of a day.

AGREEMENTS:

Micro Etched

1. In consideration of the mutual covenants and agreements of the parties set forth herein, DISTRICT hereby makes application for and agrees to the establishment and maintenance of a children's center upon the terms and conditions hereinafter set forth:

   a. To establish and maintain a children's center and to provide an adequate day care program at the facilities mentioned above for approximately sixty children.

   b. To provide such service in accordance with Federal Inter-Agency Day Care Requirements pursuant to § 522(d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education and Welfare, U. S. Office of

Economic Opportunity, U. S. Department of Labor dated September 23, 1968, and amendments thereto or replacements thereof heretofore or hereinafter so approved.

c. To provide such services in accordance with Program Standards for Social Services, Day Care Services for Children, Chapter 30-350, regulations promulgated by the California State Department of Social Welfare effective July 1, 1968, and amendments thereto heretofore or hereinafter promulgated.

d. To establish and maintain the children's center in accordance with the reasonable and uniform standards and regulations of the California Superintendent of Public Instruction.

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e. To maintain and furnish to COUNTY on demand statements and records in support of his claim for payment.

3. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees upon an itemized claim, to pay monthly to YOLO SUPERINTENDENT its costs incurred for services rendered hereunder not to exceed $25,000 during the term of this agreement.

4. In consideration of the mutual covenants and agreements herein contained YOLO SUPERINTENDENT agrees as follows:

a. To establish and maintain a children's center in the Davis area under the terms and conditions set forth above.

b. To indemnify and hold harmless COUNTY and DISTRICT from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the provision of day care service or the establishment and maintenance of a children's center caused by any act or omission of YOLO SUPERINTENDENT, its agents, employees or servants.

5. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1, 1969, and shall terminate on October 30, 1969.

b. The term of this agreement may be extended by mutual agreement of the parties in writing.

c. If the children's center shall fail to conform to the rules and regulations mentioned above, COUNTY may, at its option, terminate this agreement by notice in writing to YOLO SUPERINTENDENT.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E. Duncan
Vice-CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
Deputy

(SEAL)

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GOVERNING BOARD OF THE DAVIS JOINT UNIFIED SCHOOL DISTRICT OF YOLO AND SOLANO COUNTIES, a joint unified school district

BY Ronald D. Maus
RONALD D. MAUS, President

BY Rebekah Strongren
REBEKAH STRONGREN, Clerk

APPROVED BY THE YOLO COUNTY BOARD OF EDUCATION this 26th day of May, 1969.

BY Betty Robinson

BY

SUPERINTENDENT OF SCHOOLS OF YOLO COUNTY

BY
MARTIN A. CABALZAR

FILED
JUN - 5 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-60

THIS AGREEMENT dated this 4th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter called HOSPITAL,

W I T N E S S E T H:

RECITALS:

1. COUNTY has established a community mental health service pursuant to the Short-Doyle Act.

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2. COUNTY has submitted to the State Director of Mental Hygiene an annual plan pursuant to that Act which proposes expansion of services to include in-patient psychiatric services.
3. The State Director of Mental Hygiene has reviewed the plan and fixed the amount subject to State reimbursement which includes in-patient psychiatric services, and based thereon COUNTY desires to obtain such in-patient psychiatric services as qualify for State reimbursement.
4. HOSPITAL desires to provide such in-patient psychiatric services.

AGREEMENTS:

1. In consideration of the covenants of COUNTY, HOSPITAL agrees to provide services to patient in accordance with the terms and conditions of this agreement as follows:
   A. Services. The services provided by HOSPITAL in accordance with this agreement shall consist of in-patient psychiatric services in the psychiatric unit at Woodland Memorial

B. Patients' Share. Patients receiving services pursuant to this agreement shall pay to HOSPITAL the share of compensation for such services which shall be determined in accordance with the standards established for the Yolo County Community Mental Health Service.

C. COUNTY's Share. COUNTY shall pay to HOSPITAL all compensation payable under the terms of this agreement in excess of the patient's share.

D. COUNTY shall screen patients for the determination of patient's share.

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3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. HOSPITAL agrees to save COUNTY harmless from all claims for damages arising out of the position of services pursuant to this agreement and shall defend any suit against COUNTY that may arise therefrom. HOSPITAL shall maintain liability insurance covering such claims with policy limits of at least $1,000,000.

B. The term of this agreement shall commence on the date first above written and shall continue until terminated by either party on six months' written notice. Notice may be given by mail to either party addressed as follows:

COUNTY:

Chairman of the Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

HOSPITAL:

Woodland Memorial Hospital

Woodland, California 95695

Hospital and shall include in-patient services, partial hospitalization services, such as day care, night care, week end care, and emergency services twenty-four (24) hours per day, which services shall include the following:

1) Room and meals

2) Services of registered nurses, licensed vocational nurses, aides and occupational therapists.

3) Medicines

4) Routine laboratory services consisting of CBC, urinalysis, chest film and serology.

B. Patients. The patients served in accordance with this agreement shall consist of the following:

1) Patients receiving the following involuntary services pursuant to the Lanterman-Petris-Short Act:

a) 72-hour evaluation and treatment.

b) 14-day intensive treatment.

c) Further 14-day intensive treatment.

2) Patients receiving voluntary services pursuant to the Short-Doyle Act.

C. Standards. The services provided in accordance with this agreement shall satisfy the standards set forth in Title 9, Chapter 1, Sub-chapter 3, Article 11 of the California Administrative Code and any amendments thereto promulgated while this agreement is in force.

2. IN CONSIDERATION of the covenants of HOSPITAL, COUNTY agrees to pay compensation to HOSPITAL for services rendered in accordance with this agreement as follows:

A. Rate of Compensation. The rate of compensation for services shall be in accordance with the Medi-Cal cost reimbursement rates. The compensation paid under this agreement shall be adjusted in accordance with Medi-Cal audits.

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IN WITNESS WHEREOF, this agreement was executed on the date first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm E. Henigan
VICE CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

WOODLAND MEMORIAL HOSPITAL, a non-profit corporation

Micro Fiched

BY Philip Mallen
PRESIDENT

BY [signature]
SECRETARY

(SEAL)

AGREEMENT NO. 69-61

FILED
JUL - 8 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

SCHOOL CROSSING GUARD AGREEMENT

This AGREEMENT, made and entered into on May 19, 1969, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, Hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County: and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

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NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1970. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, CASDI contributions, and in addition shall pay an amount equal to sixteen and one-half percent (16½%) of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1969, to June 30, 1970, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

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6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of Calif. Highway Patrol Adm. Services Division Post Office Box 898 Sacramento, California 95804	County of Yolo Board of Supervisors Courthouse Woodland, California 95695

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this agreement by reference.

DEPT. OF CALIFORNIA HIGHWAY PATROL

BY _____
Fiscal Officer

ATTEST

LAURENCE P. MENIGAN, CLERK

BY Barbara Rodgers
Deputy

COUNTY

BY W. E. Duncan
Vice-Chairman, Board of Supervisors, County of Yolo, State of California

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

I. State shall provide the services of four (4) crossing guards at the following locations:

1. West Acres Elementary School - West Capitol Avenue (Formerly Highway 40) and West Acres Road.

2. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

3. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

4. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

Micro Filmed

Approved as to Form
Dated JUN 10 1969

County Counsel of Yolo County

FILED
AUG - 5 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 69-62

LAND CONSERVATION AGREEMENT

PRESERVE NO. 7

AMENDED AGREEMENT

SEE 71-184

NO. 7

THIS LAND CONSERVATION AGREEMENT, made and entered into this 9 day of June, 19 69, by and between George A. Pope, Jr., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY:

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-68; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur K Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Barbara A Rodgers
DEPUTY

OWNER

[illegible]

[illegible]

EXHIBIT "A"

NW¼ and the N½ of the SW¼ of Section 4 and all of Section 5, T6N, R3E, and the N½ of the SE¼ of Section 32 and the W½ of Section 33, T7N, R3E, M.D.B.&M.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Preserve #8

FILED
JUN 18 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 69-63

LAND CONSERVATION AGREEMENT

PRESERVE NO. 8

THIS LAND CONSERVATION AGREEMENT, made and entered into this 9th day of June, 1969, by and between Ivan L. Shuey and Aida L. Shuey, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-[illegible]; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

SEE AMENDED AGREEMENT 70-71-183

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Wm E. Duncan
VICE- CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Barbara A. Rodgers
DEPUTY

(SEAL)

OWNER Ivan T. Shuey
Alda T. Shuey

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 18, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared Wm. E. Duncan, known to me to be the Vice-Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this JUNE 9, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared IVAN L. SHUEY ~~and~~ _____, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that ~~they~~ He executed the same.

Dated this 9TH day of JUNE, 1969.

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
MY COMMISSION EXPIRES SEPTEMBER 28, 1972

NOTARY PUBLIC

My Commission Expires: 9/28/72

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this June 11, 19 69, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Aida L. Shuey, known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 11th day of June, 1969.

Cecil V. Sinclair
NOTARY PUBLIC

My Commission Expires: 3/29/72

CECIL V. SINCLAIR
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
MY COMMISSION EXPIRES 3/29/72

EXHIBIT "A"

who executed it on behalf of the corporation therein named, and they acknowledged to me that such Corporation executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in said County aforesaid the day and year in this certificate first above written.

(SEAL) A. V. POTTS Notary Public

in and for said County of Yolo, State of Calif.

RECORDED AT REQUEST OF WOODLAND TITLE GUARANTY CO. DEC 1- 1950 AT 9 MIN. PAST 2 O'CLOCK P. M.

DOCUMENT NUMBER 6946 BILL I. FISHER RECORDER

$22.50 I. R. Stamps affixed and cancelled.

JOINT TENANCY DEED

CARL ECKHARDT and MAUD P. ECKHARDT, his wife, and ELIZABETH ECKHARDT BAUR, also known as ELIZABETH ECKHARDT BAUER, the first parties, hereby GRANT to IVAN L. SHUEY and AIDA L. SHUEY, his wife, the second parties, in JOINT TENANCY all that real property situated in the County of Yolo, State of California, and bounded and described as follows:

PARCEL 1:

That portion of the following described premises lying Southwesterly of the center line of State Highway #16: The South 400 acres of Block "O" of Arnold and Gillig's Subdivision of a portion of the Rancho Canada de Capay, according to the map or plat thereof on file and of record in the office of the County Recorder of said County of Yolo, more particularly described as follows, to-wit: BEGINNING at a 1 inch by 2 inch iron bar marking the Southwest corner of said Block O of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, and extending thence up and along the West line of said Block O, which is also along the Grant line, North 42° 13' West 96.10 feet to a fence post corner; thence North 61° 45' West along the occupied Grant line, a distance of 2178 feet to a corner marked by a white oak tree two feet in diameter and marked with a blaze on the West side; thence North 45° 02' West 1864.70 feet to a corner in the Grant line marked by a large protruding rock, which point is also the Southwest corner of Lot 1 of the McMillan Tract, as per map or plat on file, in the office of the County Recorder of Yolo County; thence North 70° 45' East 5025.85 feet along the South line of said McMillan Tract to a large redwood post marking the occupied Southeast corner of Lot 9 of said McMillan Tract, which point is also on the West bank of an arroyo; thence along the East line of said Lot 9 of said McMillan Tract, North 10° 50' East 148.25 feet; thence North 37° East 168 feet; thence North 23° East 70 feet; thence North 39° East 170 feet; thence North 13° West 390 feet; thence North 15° 46' East 407.70 feet to the Northeast corner of said Lot 9, which point is also on the North line of first mentioned Block O; thence South 89° 51' East 3195.05 feet along the North line of said Block O to the Northeast corner thereof; thence South 42° 48' West along the South line of said Block O a distance of 7246.66 feet to the point of beginning.

PARCEL 2:

Lot No. 1 of Section 11 and the North half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 10, Township 10 North, Range 3 West, Mount Diablo Base and Meridian.

COMPARED

PARCEL 3:

The Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 10, Township 10 North, Range 3 West, Mount Diablo Base and Meridian EXCEPTING therefrom that part of the Southwest Quarter of Section 10, in Township 10 North, Range 3 West, Mount Diablo Base and Meridian, beginning at a point 9.40 chains West of the Northeast corner of said Quarter section from which an oak tree 24 inches in diameter bears West 70 links distant; thence West 12 chains to a pine tree 12 inches in diameter; thence South 41° East 12.40 chains to a point on the South bank of an arroyo from which an oak tree bears North 45° West 40 links distant; thence North 70° East down said Arroyo along South bank thereof to a point due South of the place of beginning; thence North to the place of beginning and containing seven and one-half acres, more or less, and being the land conveyed by John W. Alexander to Nicholas Miles by deed recorded in Book 47 of Deeds, at page 153.

WITNESS our hands this 9 day of November, 1950.

CARL ECKHARDT
MAUD P. ECKHARDT
ELIZABETH ECKHARDT BAUER
ELIZABETH ECKHARDT BAUER

STATE OF CALIFORNIA, }
COUNTY OF YOLO } SS.

On this 9 day of November in the year one thousand nine hundred and Fifty before me, Grace L. Grothe, a Notary Public in and for the said County of Yolo, personally appeared CARL ECKHARDT and MAUD P. ECKHARDT (husband and wife) and ELIZABETH BAUER aka ELIZABETH BAUER known to me to be the persons whose names are subscribed to the within instrument, and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of Yolo, the day and year in this certificate first above written.

(SEAL) GRACE L. GROTHE Notary Public
in and for the said County of Yolo, State of California.

RECORDED AT REQUEST OF WOODLAND TITLE GUARANTY CO. DEC 1 1950 AT 11 MIN. PAST 2 O'CLOCK P. M.

DOCUMENT NUMBER 6948 NILE I. FISHER RECORDER

- -

No Stamps

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Department of Veterans Affairs of the State of California, successor to the Veterans Welfare Board of the State of California, does hereby grant and convey to HERBERT W. CHANDLER and IONA CHANDLER Husband and Wife, as joint tenants with right of survivorship, all that real property situate in the County of Yolo, State of California, described as follows:

Lot 11, and the South Half of Lot 12, Block 3, South Land Park Subdivision, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on September 17, 1946, in Book 4 of Maps, at page 1.

COMPARED

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED

JUN 27 1969

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

Original Recorded 6-27-69

AGREEMENT NO. 69-64

LAND CONSERVATION AGREEMENT

PRESERVE NO. 12

THIS LAND CONSERVATION AGREEMENT, made and entered into this 6th day of June, 1969, by and between Robert Leslie Button, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-69; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED AGREEMENT SEE NO. 71-182

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By W. E. Sherman
VICE- CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By [illegible]
DEPUTY

OWNER

[illegible]

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 18, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared Wm. E. Duncan, known to me to be the Vice-Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

OFFICIAL SEAL
JAMES G. HANNAH
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires Dec. 16, 1972

James G. Hannah
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 27, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Robert Lester Bobbs and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 27 day of June, 1969.

Cecil V. Sinclair
NOTARY PUBLIC

CECIL V. SINCLAIR
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
MY COMMISSION EXPIRES 3/29/72

My Commission Expires: 3/29/72

EXHIBIT "A"

S½ of the E½ of Section 27, T9N, R1W, M.D.B.&M.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
JUN 16 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-65

THIS AGREEMENT made and entered into this 16th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and BARTIG, BASLER & RAY, certified public accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS,

W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo in accordance with § 925 of the California Penal Code for the period beginning July 1, 1968 and ending June 30, 1969, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of GRAND JURY.

2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and all other accounts, books, papers, documents, files and correspondence necessary to complete a thorough and practical audit covering all county offices, departments, agencies, institutions and offices of the said County of Yolo, and the governmental

departments and functions thereof, all in accordance with accepted governmental auditing practices. Said audit shall also include an audit of the books and records of the justice courts of the County of Yolo, which books and records shall be audited in accordance with the methods prescribed in that certain pamphlet entitled "Standard Audit Program for Municipal Courts and Justice Courts" prepared by the Controller of the State of California. Said audit shall not include school districts and other special districts under the direction of locally elected governing boards.

3. LIAISON. AUDITORS shall designate one of their members to act as liaison between AUDITORS and GRAND JURY acting by and through the duly appointed chairman of the Audit Committee of GRAND JURY.

4. AUDIT PERSONNEL. AUDITORS shall use only qualified and experienced personnel in conducting the audit particularly those interested in auditing procedures.

5. REPORTS.

a. Report upon Recommendations. AUDITORS shall make a report to the Audit Committee of GRAND JURY as soon as reasonably possible after commencing the audit as to whether or not the recommendations in the 1968 Grand Jury audit report have been carried out or are being carried out by the various county departments involved.

b. Progress Reports. AUDITORS shall make progress reports periodically during the course of this engagement and shall confer with the Audit Committee of GRAND JURY before the final preparation of the audit report.

c. Preliminary Findings and Temporary Reports. AUDITORS shall make such preliminary findings and temporary reports to the GRAND JURY as may be advisable should the audit and examination disclose any matter or matters which may be deemed advisable or expedient to bring to the immediate

attention of the GRAND JURY. Such preliminary report or statement may be made orally to GRAND JURY by AUDITORS or in such written or temporary manner as may be agreed upon.

d. Audit Report. Said audit shall be completed and reports thereon furnished not later than November 30th, 1969, together with 24 copies thereof.

6. SPECIAL STUDY AND REPORT. AUDITORS shall, with concurrence of the Audit Committee of GRAND JURY, select two county departments for special study and report.

7. COMPENSATION.

a. Amount. As full compensation for all services to be performed by AUDITORS, said GRAND JURY hereby agrees to pay said AUDITORS the sum of $8,500.00 for all services rendered.

b. Payment. Said compensation shall be paid upon an itemized statement made upon completion of final audit report and acceptance thereof by GRAND JURY.

c. Statement. AUDITORS shall submit an itemized statement with their claim for services rendered showing the number of hours worked, the name of each person who conducted any part of the audit and the number of hours worked by each such person.

8. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detailed investigation or audit not within the scope of a general audit, such circumstances shall be immediately reported to GRAND JURY and if deemed necessary, this agreement may be amended to provide for a more detailed audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to GRAND JURY for approval of a more detailed investigation or audit.

9. OTHER EMPLOYMENT. During the term of this agreement AUDITORS shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

IN WITNESS WHEREOF, the Jury has caused this agreement to be executed in accordance with the terms of § 926 of the California Penal Code, and the AUDITORS have executed this agreement, all on the day and year herein first above written.

GRAND JURY of the County of Yolo

BY _____
ROBERT S. GARNER, Foreman

BY _____
GLORIA FALVEY, Secretary

BARTIG, BASLER & RAY - AUDITORS

BY _____
General Partner

Compensation provided in Agreement
Approved for the 1969 Yolo County
Grand Jury

_____
JAMES C. McDERMOTT
Judge of the Superior Court

_____
WARREN K. TAYLOR
Judge of the Superior Court

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

BY _____
ARTHUR H. EDMONDS, Chairman

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

FILED
JUN 16 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 69-66

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 16th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and JOSEPH C. JARRETT, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients in accordance with established schedules as determined by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage of one week night per week on call from 5:00 P. M. to 8:00 A. M. and two week end days per month on call from 8:00 A. M. to 8:00 A. M.
2. In consideration of the mutual covenants and agreements herein

contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000 per month as compensation for services rendered pursuant to this agreement. On such occasions as there may be less than five (5) full time physicians available for duty, overtime shall be paid to PHYSICIAN at the rate of $10.00 per hour. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months service. In the event this contract is terminated PHYSICIAN shall be paid for the unused portion of the accrued vacation.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1, 1969, and continue until written notice of cancellation is served by either party on the other, at least sixty (60) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall

perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be

undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur W. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [illegible]
DEPUTY

(SEAL)

Joseph C. Jarrett M.D.
JOSEPH C. JARRETT, M.D.

BK

FILED
OCT 21 1969
LAWRENCE A. [illegible] Clerk
By Deborah Rodgers
Deputy

AGREEMENT NO. 69-57

AGREEMENT FOR MATERNITY SERVICES TO BE
PROVIDED YOLO COUNTY BY SACRAMENTO COUNTY

THIS AGREEMENT dated this 16th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called First Party, and the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter called Second Party.

W I T N E S S E T H:

RECITALS:

1. First Party desires to contract for provision of complete maternity services (including New Born and Premature Nursery) by another licensed hospital.
2. Second Party operates and maintains SACRAMENTO MEDICAL CENTER which provides such maternity services and is willing to provide such services in accordance with the terms of this agreement.

AGREEMENTS:

1. In consideration of the covenants of First Party, Second Party agrees as follows:
   A. Services. To provide complete maternity services at the above named facility to persons living in Yolo County.
   B. Notice: To notify the County Hospital Administrator of First Party or his designate five days after the first service is rendered a patient.
   C. Compensation. To seek compensation from the patient and submit claims if applicable to the Medi-Cal program for services rendered hereunder.
2. In consideration of the covenants of Second Party, First Party agrees to pay Second Party the difference between the compensation otherwise received for services rendered pursuant to this agreement and the rate allowed therefor under the Medi-Cal Program, provided First Party has received notice from Second Party within five days after the first service is rendered a patient.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. Second Party agrees to hold harmless First Party from any liability arising because of treatment rendered a patient while at the Sacramento Medical Center pursuant to this agreement and shall defend any lawsuit which may arise therefrom.

B. This agreement shall be effective on June 15, 1969 and shall continue in effect until terminated by either party upon six months' written notice to the other party. Notice may be given by mail to either party addressed as follows:

First Party:

Chairman of the Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Second Party:

SACRAMENTO MEDICAL CENTER
2315 Stockton Boulevard
Sacramento, California

IN WITNESS WHEREOF, this agreement was executed on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Arthur H. Edmonds
Chairman of the Board of Supervisors

"FIRST PARTY"

ATTEST:
LAURENCE P. HENIGAN, CLERK

By Barbara A. Rodgers
DEPUTY

(SEAL)

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By E. Max Klass
Vice Chairman of the Board of Supervisors

"SECOND PARTY"

ATTEST:

Earl Dickel
Clerk of the Board of Supervisors

(SEAL)

Approved as to Form
Date
County Counsel
of Yolo County

FILED
JUN 17 1969
LAURENCE P. HERMAN, Clerk
By

AGREEMENT NO. 69-68

THIS AGREEMENT made and entered into this 16th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D. and MERRILL N. WERBLUN, M. D., severally, hereinafter referred to as PHYSICIANS,

W I T N E S S E TH:

WHEREAS, the COUNTY desires physician services at Yolo General Hospital for long-term and extended-care patients at such hospital; and

WHEREAS, PHYSICIANS are duly qualified and licensed physicians and surgeons and are well qualified to provide such medical services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

1. PHYSICIANS agree to provide medical care to long-term and extended-care patients other than and excepting acute care patients in Yolo General Hospital.

2. COUNTY agrees as follows:

a. To provide medical services to long-term and extended-care patients during the absence of PHYSICIANS from the hospital, through County Emergency Call Physicians;

b. To pay PHYSICIANS the sum of FIVE HUNDRED DOLLARS ($500.00) per month, each, as compensation for services rendered pursuant to this agreement.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. In the performance of the work duties and obligations devolving upon him under this agreement, each

PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which each PHYSICIAN shall perform his work and function except that each PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

b. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

c. This agreement shall commence on June 16, 1969, and shall remain in full force and effect until terminated by either party upon thirty (30) days' written notice to the other of such intention.

d. It is agreed and each PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. Each PHYSICIAN is retained pursuant to this agreement on a part-time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As part-time contract physicians, each PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates each PHYSICIAN for all services provided to long-term and extended-care patients

at Yolo General Hospital.

As hospital-based physicians at the Yolo General Hospital, each PHYSICIAN will be performing professiona physician services for patients receiving treatment in said hospital who are covered by the supplemental medic insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act. All physician services performed by each PHYSICIAN for long-term and extended-ca patients in Yolo General Hospital during the term of t agreement will be undertaken in each PHYSICIAN'S capac a hospital-based physician and within the course and s of the provisions of this agreement with the County of Yolo.

Each PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from each PHYSICIAN at the Yolo Gene Hospital pursuant to this agreement, the amount payabl to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act an to receive any payments which may be made pursuant to such assignment.

e. Agreement No. 67-91, heretofore executed by an between the parties hereto, is expressly terminated by execution hereof, effective on the date last preceding the effective date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
Deputy

(SEAL)

_____
STANLEY SCHILLING, M. D.
PHYSICIAN

_____
MERRILL N. WERBLUN, M. D.
PHYSICIAN

FORM ___ APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)

CONTRACTOR ( )
STATE AGENCY ( )
DEPT. OF GENERAL SERVICES ( )
CONTROLLER ( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 60-60

NUMBER 132-1st Amendment

THIS AGREEMENT, Made and entered into this 28th day of May, 1969, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Director (Title of officer acting for State) — Department of Public Health (Department or other agency)

hereinafter called the State, and

Yolo County

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

That certain Migrant Health Project Grant agreement entered into the 1st day of August 1968 between the State of California, through its Department of Public Health and Yolo County is, by mutual consent, amended as follows:

1. In paragraph 4, the amount of $31,267 is hereby changed to $38,884.
2. Exhibit "B" is modified by inclusion of the attached Budget Revision as a part of said exhibit.

It is the express intent of this amendment to partially restore funds withheld as a lapse factor.

All other conditions and provisions of the agreement remain unchanged.

LAURENCE P. HENIGAN, Clerk
By Barbara Bolcar, Deputy
JUL 18 1969

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto the day and year first above written.

STATE OF CALIFORNIA
Department of Public Health
Name of State agency
By William Mitchell
Assistant Director
Fiscal and Management
Title

Contractor Yolo County
(If other than an individual, state whether a corporation, partnership, etc.)
By Arthur H. Edwards
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
Title
P.O. Box 1157
Woodland, California 95696
Address

(Continued on ____ sheets, each bearing name of Contractor)

DO NOT WRITE IN THIS SPACE

FORM ___ ACTUAL ___ BUDGET ___

Department of General Services
APPROVED
JUL 14 1969
By ANDREW R. LOLLI, Director
A. Schrader
Asst. Chief Counsel

To Be Charged Against	Appropriation	Item 135, Ch 470/68	F.Y. 1968/69
	Function or Fund	General	
	Line Item Allotment	001-40-41 Health For Farm Workers (6)	☒ O.E. ☐ Eq.
		TOTAL	7,617 00
Amount of this Estimate			
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger			
Adjustment increasing encumbrances			
Adjustment decreasing encumbrances			

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ____ or B.R. No. ____)

J. M. Olz
Signature of Accounting Officer

Δ DSP

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Approved as to Form

Dated .....

.....
CHARLES R. [illegible]
County Counsel of Yolo County

HEALTH, EDUCATION, AND WELFARE
PUBLIC HEALTH SERVICE
BUREAU OF STATE SERVICES (COMMUNITY HEALTH)
WASHINGTON, D. C. 20201

BUDGET REVISION Yolo County Health Department

CURRENT BUDGET PERIOD
FROM 8/1/68 THROUGH 6/30/69

GRANT NUMBER
MG - 06F

BUDGET CATEGORIES	APPROVED BUDGET 1	PROPOSED REVISIONS 2	REVISED BUDGET 3
PERSONNEL	$ 28,627	$ 7,157	$ 35,784
SUPPLIES	800	---	800
TRAVEL	1,840	460	2,300
EQUIPMENT	0		
OTHER	0		
INDIRECT COSTS			
TOTAL	$ 31,267	$ 7,617	$ 38,884

JUSTIFICATION AND EXPLANATION (Use Additional Sheets, as necessary)

The charges in this budget revision are due to two factors. Firstly, the position of sanitarian was vacant during August and September, 1968. Secondly, salary and benefit increases effective January 1, 1969, estimate personnel expenditures for period of January through June 1969 will total $17,176.00.

Total restoration of funds withheld as lapse

PHS-4744-1 (PAGE 2)-FOR BUDGET REVISION)
REV. 1-66

FORM APPROVED
BUDGET BUREAU NO. 68-R135

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The attention of the Contractor is also called to and he agrees to comply with all the applicable provisions of the "Buy American" Act, Sections 4300 to 4305 of the Government Code, pertaining to use of materials and supplies produced or manufactured in the United States.

C.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

D.—The Contractor shall indemnify the State against all loss and damage to his property or equipment during its use under this service contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

E.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments including sales taxes required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless otherwise specifically provided herein.

F.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

G.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

H.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

AGREEMENT NO. 69-70

No Federal Participation

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—DISTRICT OFFICE

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Sheet 1 of 3

Co. Route P.M.

SOURCE		CHARGE		EXPENDITURE AUTHORIZATION		SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	AMOUNT
DIST.	UNIT	DIST.	UNIT	GEN. LED. / MAINT. W/O	SUB ACCT / ROUTE NO	PREFIX: BRIDGE NUMBERS; PARCEL OR CO. ITM. NO; DWG. RPTS. ASB. CDS. ENCR. PMTS; SUB-JOB NOS; LOCATIONS		
03	607			WORK ORDER NO. 503VAR			749	3,800 00

SERVICE CONTRACT No. 35373
This number to be placed on all bills

Marysville, CALIFORNIA July 1, 1969

Contractor's Name County of Yolo Phone
c/o Herbert W. Chandler, Agricultural Commissioner
Address P. O. Box 175, Woodland, California 95695

The contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on both sides of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, Jimson Weed, Gost Grass, Medusa Grass, Russian Thistle, Sweet Anise and Sour Dock on State Highway Rights of Way, County Roads and other areas in the County of Yolo, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Woodland and Colusa County Line

FILED
JUL 11 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Hoffman Deputy

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By H L Payne
Assistant District Engineer

Approved by C. Eric Stokes
Senior Highway Engineer

Date JUL 1 - 1969

COUNTY OF YOLO
Contractor
By Arthur W. Richmond
CHAIRMAN, BOARD OF SUPERVISORS
STATE OF CALIFORNIA
Title or Position

MAIL BILLS IN TRIPLICATE TO:
Division of Highways
P. O. Box 911
Marysville, California 95901

FORM HA-284 (REV. 9-67)

It is understood that control and/or eradication of the above-mentioned noxious weeds, other than Puncture Vine, will be undertaken on State Highway Rights of Way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$3.51 per hour
Spraying Outfit complete	12.00 per day
Supplies	Cost plus Sales Tax, if such applies

The County of Yolo Agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

This Contract is in accordance with the Fair Employment Practices Addendum attached hereto and made a part hereof.

AMOUNT NOT TO EXCEED: $3,800.00

TIME LIMIT: June 30, 1970

This Contract supersedes Service Contract No. 24595 which expires June 30, 1969.

Approved as to Form

Date

County Counsel
of Yolo County

Co. Route P.M.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

FILED
JUN 16 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 69-71

AGREEMENT PROVIDING FOR THE ADMINISTRATION OF WAR ON POVERTY PROGRAMS IN YOLO COUNTY, CALIFORNIA

THIS AGREEMENT made and entered into this 16th day of June, 1969, by and between the Yolo County Board of Supervisors as the Community Action Agency for Yolo County, hereinafter referred to as GOVERNING OFFICIALS, and the ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation,

W I T N E S S E T H:

WHEREAS, the Yolo County Board of Supervisors on May 13, 1968, designated itself as the Community Action Agency for Yolo County and has since received recognition as such from the Federal Office of Economic Opportunity and

WHEREAS, there currently exists the Economic Opportunity Commission of Yolo County, Inc., a non-profit corporation, which is administering the various war on poverty programs in Yolo County and

WHEREAS, it is deemed to be in the best interests of all parties and persons concerned that this non-profit corporation continue to administer the war on poverty programs in Yolo County,

NOW THEREFORE the parties to this agreement do hereby agree as follows:

ITEM I - PURPOSE

The purpose of the Yolo County Community Action Agency is to provide a sufficient number of projects or components to provide in total a range of services and activities having a measurable and potentially major impact on the causes of poverty in the areas of the County where poverty is a particularly acute problem.

ITEM II - GOVERNING OFFICIALS

A. MEMBERSHIP: The governing officials of the Yolo County Community Action Agency shall be the Yolo County Board of Supervisors.

B. POWERS: The governing officials shall have the following powers:

1) To be the grantee with the Office of Economic Opportunity effective March 1, 1969;

2) The appointment and discharge of the CAA Executive Director;

3) Final approval of all personnel policies, program policies and fiscal policies;

4) Final approval and disapproval of overall program plans and priorities;

5) Final approval and disapproval of all program proposals and budgets;

6) Final approval and disapproval of all delegate agency agreements;

7) Enforcement of compliance with all conditions of OEO grants;

8) Selection of its own officers and committees and establishment of rules of procedure;

9) Referral of action upon each of the foregoing matters to the Economic Opportunity Commission for recommendation.

C. MEETINGS: The governing officials shall meet at least once a month at a date and time to be made public at least one week in advance of said meeting.

D. PARTICIPATION: It is the policy of the governing officials that its participation in the various poverty programs and projects shall be contingent upon the availability of federal and state funds for support of the program and projects.

ITEM III - ADMINISTERING BOARD

A. DESIGNATION: The Economic Opportunity Commission of Yolo County, Inc., shall constitute the administering board of the Yolo County Community Action Agency.

B. MEMBERSHIP: Membership shall be in accordance with Federal statutes and regulations governing membership.

1. Number: The administering board shall consist of not more than fifty-one (51) members. The initial number of members shall be thirty-nine (39) as approved by the governing officials.

2. Structure: At least one-third of the administering board shall be representatives of the poor in Yolo County not more than one-third shall be public officials as defined by CAP Memorandum No. 81 dated February 15, 1968 the remaining number shall represent private organizations and interests. Any member selected to represent a given geographical area must reside in that area.

3. Method of selection:

a) Representatives of the poor shall be selected by a democratic selection process which insures maximum feasible participation of the poor.

b) Public officials or their representatives shall be selected by the governing officials except in the case of independent public agencies which shall select their own representatives.

c) Representatives of private organizations and interests shall be selected by the organizations and interests themselves.

4. Term of Office: Members of the administering board, other than public officials or their representatives, shall not serve for more than

three (3) consecutive years or a total of six (6) years.

5. Change in Membership:

a) Any community agency or any representative group of the poor which feel themselves inadequately represented may petition for adequate representation. The petition must be submitted in writing to the governing officials accompanied by a statement of the reason the group feels that it is not adequately represented.

b) The petition will be heard at a public meeting of the governing officials who, after consulting with the administering board, shall prepare a written statement of its actions and submit a copy to the Regional Office of OEO.

c) If a petition is approved the governing officials, after consultation with the administering board, shall take the necessary action to realign the total membership to maintain the proper representation of public officials and the poor as required by law.

C. POWERS: The administering board shall have the following powers:

1. All powers of the governing officials, as described in ITEM II B which are not directly exercised by those officials or delegated to area policy boards.

a) The governing officials may exercise their powers by approval, disapproval or a decision to take no action upon a matter.

b) No failure of the governing officials directly to exercise such powers shall be deemed to exist until 45 days after written request for such exercise shall have been filed with the Clerk of the governing officials by the administering board.

2. The right to reasonable advance notice of, and an opportunity to make recommendations to the governing officials concerning the exercise of,

all powers listed in ITEM II B which those officials have not delegated to the administering board.

3. Supervision of the administration of all OEO policies and standards and of all program, administrative and financial policies and rules adopted by the governing officials, including elaboration, supervision and enforcement in the first instance, of all such policies and rules.

4. Selection of its own officers, executive committee (if any) and other committees, and (where approved by OEO and provided for in the budget) its own staff to assist in performing its functions.

D. RESPONSIBILITIES: The administering board shall be responsible for:

1. The day-to-day operation, administration and coordination of the various approved war on poverty programs in order to achieve established goals and objectives.

2. Assuring that all Federal requirements as to conformity are met. Where action of the governing officials is required in order to achieve conformity, the administering board shall prepare a recommended action for consideration by the governing officials.

3. Submitting to the governing officials at least quarterly, and more frequently if requested, a progress report on each of the funded programs, outlining how the program is meeting its goals and objectives.

4. Preparation, for consideration and approval of the governing officials, of the funding request for each new program year in accordance with all federal requirements as to timing, procedure and other matters.

5. Keeping the governing officials fully informed of developments within the war on poverty program, either of a legislative or administrative nature which would affect the operation of the program within Yolo County.

E. MEETINGS:

1. The administering board shall meet at least once each month for the conduct of its regular business. Notification of the time and place of the meeting and a copy of the agenda shall be sent to each of the governing officials no later than five days prior to the date of the meeting. All meetings of the administering board shall be open to the public, except as may be otherwise permitted by law.

2. The official minutes of each meeting of the administering board shall be sent to each of the governing officials no later than ten (10) days after the date of each meeting.

3. Quorum requirements for meetings of the administering board shall be at least fifty (50) percent of the total membership of the Board. No action of the administering board shall be binding in the absence of the proper quorum. Every effort shall be made to hold meetings of the administering board and its committees at such times as will enable the representatives of the poor to be in attendance.

F. COMMITTEES: All committees of the administering board shall be organized in accordance with federal requirements as to composition.

ITEM IV - PERSONNEL

A. All personnel employed in the various programs designed to combat poverty shall not be employees of the County of Yolo, but shall be employees of the Economic Opportunity Commission of Yolo County, Inc., or its delegate agencies.

B. Any increase in personnel of Economic Opportunity Commission of Yolo County, Inc., which exceeds the number of personnel authorized by the approved budget shall require prior approval of the governing officials.

C. Personnel employed by Economic Opportunity Commission of Yolo County, Inc., within the limitations of the approved budget, shall only be employed after approval of the administering board upon recommendation of the personnel committee.

D. All personnel of the Economic Opportunity Commission of Yolo County, Inc. shall be paid a salary consistent with the salary schedule of the County of Yolo for the same or similar positions subject to approval of the Regional Office of Economic Opportunity in accordance with Federal regulations.

ITEM V - FISCAL

A. All funds received for financing the war on poverty programs consisting of both public grants and private donations shall be deposited in a special trust fund in the Yolo County Treasury and no disbursements shall be made therefrom except on a duly issued warrant of the Yolo County Auditor.

B. The Yolo County Auditor shall make monthly lump sum allotments to the Economic Opportunity Commission of Yolo County, Inc. for the operation of the various programs in accordance with the approved budgets. Said allotments shall be approved by the governing officials, provided such funds have been received from the federal or state government or private donations.

C. The Yolo County Auditor shall prescribe the necessary procedures and controls to assure the accurate accounting for all receipts, encumbrances, expenditures and balances of money by the Economic Opportunity Commission of Yolo County, Inc.

D. The Yolo County Auditor shall audit the books and fiscal records of the Economic Opportunity Commission of Yolo County, Inc. once every six months.

or more frequently if deemed appropriate, and submit an audit report to the governing officials. Such audit shall be a charge against the Commission.

E. All checks issued by the Economic Opportunity Commission of Yolo County, Inc. shall be signed by the Executive Director or Chief Fiscal Officer and the President of the Commission or the Chairman of the Finance Committee.

ITEM VI - INVENTORY

A. The administering board shall be responsible for the maintenance and accounting for all property of Economic Opportunity Commission of Yolo County, Inc. in which the Federal Government holds an interest or residual power of disposition. A copy of all inventories shall be filed with the governing officials.

B. No inventory acquisition of a fixed assets nature such as cars, trucks, office furniture and equipment, etc. shall be made by Economic Opportunity Commission of Yolo County, Inc. without prior approval of the governing officials.

ITEM VII - BUDGETS

A. No change of any type shall be made by Economic Opportunity Commission of Yolo County, Inc. in any program budget from that approved in the grant application without prior approval of the governing officials.

B. No expenditure in excess of the approved budget allocation shall be made by Economic Opportunity Commission of Yolo County, Inc. without prior approval of the governing officials.

ITEM VIII - EXECUTIVE DIRECTOR

Subject to the administrative direction of the Commission, the Executive Director shall be directly responsible to the Commission for carrying out and

administering the operating functions of the Commission for submitting written and oral reports to the Commission; for submitting program recommendations for preparation and submission of the annual budget and for controlling expenditures consistent with the adopted budget; for the proper accounting and management of Commission finances and properties; for carrying out and enforcing the policies of the Commission; for acting as liaison between the Commission and the governing board (Board of Supervisors of Yolo County); for the general management of all Commission functions and programs subject to the approval of the Commission and to the direction of the president during the interim periods between Commission meetings; and for the performance of such other duties and responsibilities as the Commission may from time to time assign to the Executive Director.

ITEM IX - OTHER

All contracts, insurance policies, rental leases, et cetera, shall be executed in the name of the Economic Opportunity Commission of Yolo County, Inc.

ITEM X - AMENDMENTS

This agreement may be amended upon recommendation of either party, subject to the approval of both parties. Approval of any amendment shall be made in a public meeting of both the governing officials and the Economic Opportunity Commission of Yolo County, Inc., and such approval shall be included in the official minutes of the respective meetings.

ITEM XI - TERMINATION

This agreement may be terminated by either party upon presentation to the other party of written notice of intention to terminate at least six months

prior to the desired termination date except that termination for failure to comply with Federal rules and regulations can be made with less notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

YOLO COUNTY BOARD OF SUPERVISORS

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Badrick Rodgers
DEPUTY

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY [signature]
PRESIDENT

BY Leale Fuller
SECRETARY

Approved as to Form
Dated [signature]
County Counsel
of Yolo County

AGREEMENT NO. 69-72

(Radiology Agreement)

FILED
JUN 23 1969
LAURE
By Barbara Rodgers

THIS AGREEMENT made and executed in quadruplicate at Woodland, California, as of the 23 day of June, 1969, by and between the County of Yolo for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and G. ROBERT HANSON, M. D., and JOSE CHICARINO netto, M. D., jointly and severally, and hereinafter designated as RADIOLOGISTS,

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a Radiologist in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGISTS are duly qualified and licensed specialists; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGISTS shall use the premises solely for the practice of the specialty of Radiology.

SECOND: RADIOLOGISTS shall be members of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and Regulations, and shall be granted such

privileges as may be recommended by the Medical Staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the Governing Board of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGISTS shall be additional members of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of a new Senior X-Ray Technician.

FOURTH: RADIOLOGISTS shall perform at a flat charge of TWELVE HUNDRED DOLLARS ($1200.00) per month, payable to RADIOLOGISTS jointly, all of the diagnostic X-Ray examinations requested on patients determined to be Yolo County indigents; RADIOLOGISTS' services to include the reading of films, typing and rendering a report, performing fluoroscopies and other special procedures normally performed by a Radiologist. RADIOLOGISTS are to bill all patients not determined as Yolo County indigents for services they perform, COUNTY to provide RADIOLOGISTS jointly with the necessary billing information.

FIFTH: COUNTY component of X-Ray charges to patients are to be based on the latest relative value study of the California Medical Association and to be in general accordance with customary local fees for comparable services. If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGISTS or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the Yolo County Board of Supervisors, Governing Board of COUNTY, and its decision in that regard shall be final.

SIXTH: In the performance of the work, duties, and obligations devolving upon them under this agreement, it is mutually understood and agreed that RADIOLOGISTS are at all times acting and performing jointly and severally, as independent contractors

practicing their profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGISTS shall perform their work and functions excepting that RADIOLOGISTS do by this agreement jointly and severally agree to perform their said work and functions at all times in strict accordance with currently approved methods and practice in their professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGISTS such disagreement shall be referred to the executive committee of the Yolo General Hospital Medical Staff for recommendation to the Governing Board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologists as RADIOLOGISTS may employ, or associates or partners in practice with RADIOLOGISTS, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGISTS of any rights under this agreement, and such assignment is expressly prohibited.

EIGHTH: Fees payable under this contract are based upon a ratio of County indigent patients to the total number of patients. COUNTY and RADIOLOGISTS both reserve the right to change this contract whenever this ratio changes.

NINTH: This agreement to be in effect for a period of one (1) year, beginning July 1st, 1969, and ending June 30th, 1970,

but may be terminated earlier by either party giving the other thirty days' written notice of said earlier termination date.

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and RADIOLOGISTS have executed this agreement by hereunto setting their hands as of the day and year first above written.

COUNTY OF YOLO for the
YOLO GENERAL HOSPITAL

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
Deputy

(SEAL)

G. ROBERT HANSON, M. D., RADIOLOGIST

JOSE CHICARINO netto, M. D.,
RADIOLOGIST

John D. McCoy

(Endorsed) Filed Aug 4, 1969
LAURENCE P. HERLIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-73

LAND CONSERVATION AGREEMENT

PRESERVE NO. 10

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between John D. McCoy, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-77; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO. 71-181

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By ARTHUR H. EDMONDS
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By PETE E. LUCAS
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

John D. McCoy

Parcel No. 30-030-31

Description

The S½ of Section 7, T8N, R1W, M.D.B.&M, containing 302 acres, more or less.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Michael L. & Rosemary Chicconi

(Endorsed) Filed Aug 29, 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-74

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Michael L. & Rosemary Chicconi, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT No. 71-171

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

MARION F. BAKER, COUNTY ASSESSOR
POST OFFICE BOX 56
TELEPHONE 662-3241, EXT. 365

COUNTY OF YOLO

Woodland, California

95695

"EXHIBIT A"

Michael L. Chicconi & Rosemary Chicconi
Parcel No. 25-130-02

SW 1/4 of SE 1/4 Section 26, T 10 N, R 1 E

40 acres

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Eleanor A. Rumsey

(Endorsed) Filed Aug 14 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] RODGERS Deputy

AGREEMENT NO. 69-75

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Eleanor A. Rumsey, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT No 71-172

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Filmed

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiche

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

Micro Fiched

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is [illegible] reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] Agreement [illegible] be [illegible] under a notice, and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Pete E. Lucas
DEPUTY

OWNER

Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Filmed

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Eleanor A. Rumsey

Parcel Nos. 25-130-03 and 25-130-25

Description

The SE¼ of the NW¼ of Section 26, T10N, R1E, M.D.B.&M., containing 40 acres, more or less.

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Martha H. Schuder

(Endorsed) Filed Aug 29, 1969
LAURENCE P. HEWITT, Clerk
By ..... Deputy

AGREEMENT NO. 69-76

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Martha H. Schuder, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

AMENDED SEE AGREEMENT No. 71-145

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Filmed

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Filmed

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

14063
Deed

BOOK 737 PAGE 32 APPLICATION No.

P. S. SCHUDER

the first party, hereby Grants to

M. H. SCHUDER, his wife, as her sole and separate property,

the second party, all the real property situated in the County

of Yolo State of California, described as follows:

Lot "D" as shown on the map entitled "Lands belonging to Heirs of J. B. and Margaret I. Rumsey", according to the official plat thereof, filed for record in the office of the Yolo County Recorder on June 19, 1925 in Book 4 of Maps, and Surveys, at page 71, described as follows:

Bounded by a line beginning at an iron monument at the Southwest corner of the East one-half of the Southwest Quarter of Section 26, Township 10 North, Range 1 East, and running thence North 0° 04' East 1747.92 feet along the West boundary of the East one-half of the said Quarter Section to a 5/8" x 1 1/2" x 20" iron bar; thence East 473.5 feet to a 3/4" x 18" iron pipe; thence South 0° 04' West 1747.92 feet to a 5/8" x 10" iron on the South boundary of the said Quarter Section; thence West 473.5 feet to the point of beginning, containing 19 acres of land and being a part of the East one-half of the Southwest Quarter of Section 26, Township 10 North, Range 1 East.

EXCEPTING THEREFROM that portion thereof conveyed to Leslie M. Lincoln by deed dated April 9, 1947 and recorded May 9, 1947 in Book 261 of Official Records at page 260 described as follows:

Commencing at the Northwest corner of said Lot "D", said corner being marked by an iron bar 5/8" x 1 1/2" x 20" and running thence East along the Northerly line of said Lot "D" 202.9 feet; thence South 0° 04' West 278.8 feet; thence North 88° 34' West 203.0 feet to the West line of the heretofore mentioned Lot "D"; thence North 0° 04' East along the last mentioned line a distance of 273.7 feet to the point of commencement.

WITNESS my hand this 27th day of November 1963

P. S. Schuder

P. S. SCHUDER

For Recorder's Use Only
When Recorded, Mail To

VOL. 737 PAGE 32
OFFICIAL RECORDS
RECORDED AT REQUEST OF
HARRY A. ACKLEY
NOV 27 1963
At 17 Min. Past 10 O'clock A. M.
YOLO COUNTY, CALIFORNIA
$2.00 PD

14063

STATE OF CALIFORNIA
County of Yolo } ss.

On November 27 1963

before me, Harry A. Ackley

a Notary Public, in and for said County and State, personally appeared P. S. Schuder

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Harry A. Ackley
Notary Public

My commission expires January 14, 1965

WOODLAND TITLE GUARANTY COMPANY
519 Main Street, Woodland, California

HARRY A. ACKLEY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

Micro Fiched

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

Micro Fiched

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Donald J and Mary E. Mendes

AGREEMENT NO. 69-77

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Donald J and Mary E. Mendes, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the state's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

Photo Filmed

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiche

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

Micro Filmed

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiche

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Fiched

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

"EXHIBIT A"

Donald J. and Mary E. Mendes

Parcel No. 25-130-24

Description

The W½ of the W½ of Lot 15 of Clanton's Subdivision of Willow Oak Park, containing 10 acres.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Fiched

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

AGREEMENT NO. 69-78

(Endorsed) Filed Aug 19, 1969
LAWRENCE P. HENIGAN, Clerk
BARBARA A. RODGERS Deputy

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Matilda Barth, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED SEE AGREEMENT NO. 71-154

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiche

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) [illegible] and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19__, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19__ before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19__.

_____
NOTARY PUBLIC

My Commission Expires: _____

LEGAL DESCRIPTION

"EXHIBIT A"

LOT OR SEC.	BLK. OR TWP.	RANGE	ACRES

Tract beg. at an old iron monument at SW cor. of Lot 16 - Clantons Sub. of Willow Oak Park and run Th. N. 0° 03 M. E. 1325.66 ft. along an old fence on the W. bdy of said Lot 16 to an iron pipe 1 in. by 30 in. at NW cor. of said Lot 16 - Th. N. 89° 54 M. E. 330 Ft. along the N. bdy of said Lot 16, to a 1 1/2 in. by 30 in. iron bar - Th. S. 0° 03 M. W. 1325 Ft. to a 3/4 in. by 12 in. iron pipe on the S. bdy of said Lot 16 - Th. S. 89° 47 M. W. 330 Ft. along S. bdy of said Lot 16 to point of beg., being part of Lot 16 - Clantons Sub. of Willow Oak Park.

Micro Etched

10.04

Lot 2 as shown by map recorded Book 4 Maps and Surveys, page 71
Formerly Code 84-03 prior to 1964
Formerly Parcel # 20-301-19 prior to 1959

20.25
30.29

FORMERLY PAR. NO. 20-65-26 PRIOR TO 1963

YEAR	LAND	IMPROVE BLDGS. ETC.	P.P. INV.	P.P. Other	CODE	General Exemp.	Inventory Exemp.	Homeowner's Exemp	NET VALUE	REMARKS TAX SALES
1958	3890	4470								
1959	4860	4470								
1960	6340	5350								
1961	6340	4460								
1962	6340	4460								
1963	6340	4460								
1964	6340	4460								
1965	6340	4460								
1966	6340	4460								ecree
1967	6340	4460								
1968	6340	4460								
1969	8900	4350		70					13320	2-18-69
1970										
1971										
1972										
1973										
1974										
1975										
1976										
1977			25-130-26							
1978										

1962

PARCEL NO.									CODE
25-130-26	87-79		S.F.	R.P.V.	P.P.V.	Ex.F.	R.W.	R.P.	

Matilda Barth - Parcel No. 25-130-26 - 30 acres

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

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2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.

2. Drilling and operation of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.

6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.

8. Guest houses, not rented or otherwise conducted as a business.

9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Richard and Helen E. Rumsey

(Endorsed) Filed Aug 11, 1969
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-79

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Richard and Helen E. Rumsey, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

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AMENDED - SEE AGREEMENT No. 74-155

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. _____; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

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(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Peter E. Lucas
DEPUTY

OWNER Original Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Richard A. & Helen E. Rumsey

Parcel No. 25-130-27

Description

The SE 30 acres of the SW¼ of Section 26, T10N, R1E, M.D.B.&M.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

Micro Film

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

D. H. and Elma Breckenridge

(Endorsed) Filed Aug 12 1969
LAURENCE P. HE[illegible]
By ---------- Deputy

AGREEMENT NO. 69-80

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between D.H. and Elma Breckenridge, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

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AMENDED - SEE AGREEMENT No. 74-156

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next succeeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed. Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk and Ex-Officio Clerk of the Board of Supervisors

By Peter E. Lucas
DEPUTY

OWNER

Original Signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
NOTARY PUBLIC

My Commission Expires: _____

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STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

D. H. & Elma Breckenridge

Parcel No. 25-130-28

Desription

The NW¼ of the SE¼ of Section 26, T10N, R1E, M.D.B.&M., containing 39 acres, more or less.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Elmer H. and Theo S. Joerger

AGREEMENT NO. 69-81

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 19 69, by and between Elmer H. and Theo S. Joerger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a good supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

Micro Filmed

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"Exhibit A"

Grant Deed

For value received YOLO COUNTY TITLE ABSTRACT COMPANY, a Corporation

GRANTS to EINAR H. JORGER, AND THRO G. JORGER, husband and wife

all that real property situate in the

County of YOLO , State of California, described as follows:

The West one-half of the Southwest one quarter of Section twenty-six, Township ten North, Range one East, M. D. B. & M.; and the East one-half of the Southeast one quarter of section twenty-seven, Township ten North, Range one East, M. D. B. & M.; ~~and the South half of the South half of section fifteen, Township nine North, Range one East, M. D. B. & M.~~

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IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this day of April ,1960

YOLO COUNTY TITLE ABSTRACT COMPANY, a corporation,

By _____ Vice President.

By _____ Assistant Secretary.

FORM 71 8M 12-45

GRANT DEED (Corporation)

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

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Donald H. and Doris Rae Joerger

(Endorsed) Filed Aug 15, 1969
LAURENCE P. KENNEDY, Clerk
By ..... Deputy

AGREEMENT NO. 69-82

LAND CONSERVATION AGREEMENT

PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Donald H. and Doris Rae Joerger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

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WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT No. 71-144

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

Micro Filmed

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

Micro Fiched

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fished

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Filmed

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Ruth E. Swan
DEPUTY

OWNER Original signed

WHEN RECORDED MAIL TO

MAIL TAX STATEMENTS TO:

Donald M. Joerger

Route 3, Box 903

Woodland, California

OFFICIAL RECORDS
RECORDED AT REQUEST OF
DONALD M. JOERGER

DEC 12 1967

AT 0 Min. Past 11 O'clock A.M.
YOLO COUNTY, CALIFORNIA

Recorder
$2.00 FD.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"EXHIBIT A"

Grant Deed

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Department of Veterans Affairs of the State of California, successor to the Veterans Welfare Board of the State of California, does hereby grant to

- - - - - - - - - - -DONALD M. JOERGER and DORIS RAE JOERGER - - - - - - - - - -

Husband and Wife, as joint tenants, the real property situate in the County of Yolo, State of California, described as follows:

That portion of the North East 1/4 of the South East 1/4 of Section 27, Township 10 North, Range 1 East, M.D.B. & M., described as follows:

Beginning at a point on the East line of the Southeast 1/4 of said Section 27, distant thereon North 0° 41' 50" East 1995.00 feet from the Southeast corner of said Section 27; thence North 89° 18' 10" West for a distance of 120 feet to a point; thence North 0° 41' 50" East for a distance of 82.00 feet to a point; thence South 89° 18' 10" East for a distance of 120.00 feet to a point on the East line of the Southeast 1/4 of said Section 27; thence South 0° 41' 50" West along said East line for a distance of 82.00 feet to the point of beginning, containing a net acreage of 0.188 acres more or less.

Subject to all taxes, conditions, reservations, assessments, restrictions, liens, rights of way, and easements of record.

Dated: December 7, 1967

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO } ss.

On December 7, 19 67, before me, the undersigned, a Notary Public, personally appeared G. J. Ziser known to me to be an authorized officer, known to me to be the person who executed the within instrument on behalf of the Department of Veterans Affairs of the State of California therein named, and acknowledged to me that said Department of Veterans Affairs of the State of California executed the same.

WITNESS my hand and official seal.

Kathryn Haenggi
Notary Public in and for said County and State

MRS. KATHRYN HAENGGI
NOTARY PUBLIC
COUNTY OF SACRAMENTO

DEPARTMENT OF VETERANS AFFAIRS
OF THE STATE OF CALIFORNIA

By _____
AUTHORIZED OFFICER

BOOK 869 PAGE 624

LD-1

MAIL TAX STATEMENTS TO RETURN ADDRESS ABOVE.

12376

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiche

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

Micro Filmed

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Micro Filmed

Elmer H. and Theo S. Joerger

(Endorsed) Filed Aug 27, 1969
LAURENCE P. HENION, Clerk
BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-83

LAND CONSERVATION AGREEMENT
PRESERVE NO. 13

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Elmer H. and Theo S. Joerger, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-79; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

AMENDED - SEE AGREEMENT No 71-159 Z

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Filmed

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

Micro Filmed

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

Micro Fiched

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

Micro Fiched

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

Micro Fiched

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Schwoerd
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

"Exhibit A"

Grant Deed

For value received YOLO COUNTY TITLE ABSTRACT COMPANY, a Corporation

GRANTS to [illegible] H. JOERGER, AND THEO [illegible] JOERGER, husband and wife

all that real property situate in the

County of YOLO , State of California, described as follows:

The West one-half of the Southwest one quarter of Section twenty-six, Township ten North, Range one East, M. D. B. & M.; and the East one-half of the Southeast one quarter of section twenty-seven, Township ten North, Range one East, M. D. B. & M.; ~~and the Southwest one quarter of section fifteen, Township nine North, Range one East, M. D. B. & M.~~

Micro Fiched

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this day of April ,1960

YOLO COUNTY TITLE ABSTRACT COMPANY, a corporation,

By [signature] Vice President.

By [signature] Assistant Secretary.

GRANT DEED (Corporation)

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Estate of Adolph H. Richie

(Endorsed) Filed Oct 3, 1969
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

AGREEMENT NO. 69-84

LAND CONSERVATION AGREEMENT

PRESERVE NO. 14

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 1969, by and between Carl Rodegerdts for Estate of Adolph H. Richie, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

AMENDED

WITNESSETH:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE-AGREEMENT

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-81; and

No 71-143

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

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(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

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SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

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and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur W. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER Original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

_____
NOTARY PUBLIC

My Commission Expires: _____

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

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"EXHIBIT A"

Carl E. Rodegardts for Estate of Adolph H. Richie

Assessor's Parcel Nos. 25-010-19, 25-260-01, and 25-260-02

Description

The N½ of Section 9, T10N, R1E, and the NW¼ of Section 10, T10N, R1E, M.D.B.&M., containing 480 acres.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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Harry L. Dewey

FILED
OCT 16 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 69-85

LAND CONSERVATION AGREEMENT

PRESERVE NO. [illegible]

AMENDED - SEE AGREEMENT - No. 71-158

THIS LAND CONSERVATION AGREEMENT, made and entered into this 13th day of [illegible], 1969, by and between Harry L. Dewey, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-83; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural conditions contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

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land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

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(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Barbara A. Rodgers
DEPUTY

Harry H. Dewey
Jane Dewey

OWNER
Harry H. Dewey
Jane Dewey

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On SEPTEMBER 5, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

AUDREY J. LUNT
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY

Audrey J. Lunt
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Oct. 17, 1969

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

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On this October 15, 1969, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Harry H. Dewey and Jane Dewey, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 15th day of October, 1969.

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 16, 1972

Celia A. Scott
NOTARY PUBLIC

My Commission Expires: 2-16-72

"EXHIBIT A"

Harry H. Dewey
25-310-04 and 25-310-09

Description

Lots 1, 2, 5, 7, and 8, as shown on the Map of the Parrish Estate, being a portion of Rancho Rio Jesus Maria, Yolo County, California, filed for record in the Office of the Recorder of Yolo County, on November 3, 1913, in Book 3 of Maps at Page 5.

EXCEPTING THEREFROM:

All that certain parcel of real property lying and being in the County of Yolo, State of California, said parcel being more particularly described as follows:

BEGINNING at the intersection of the northerly boundary of the herein described parcel with the east line of Lot "A", said point of beginning being located S 00°18'59" E 53.79 feet from a concrete monument in said east line of Lot "A" as shown on Map entitled, "Record of Survey of a Portion of the Dora Woodward Lands," and recorded April 9, 1951 in Book 6 of Maps and Surveys, page 49, Yolo County Records; thence from said point of beginning leaving said east line of Lot "A" S 60°18'37" E 300 feet, thence S 17°29'14" W 849.96 feet to the east line of Lot "A" being the west line of the Parrish Estate Subdivision, thence along said east line of Lot "A" N 00°18'37" W 901.35 feet to the point of beginning, containing 2.69 acres, more or less.

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

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B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Donald S. Fong

(Endorsed) Filed Aug 4 1969
LAWRENCE P. HENIG, Clerk
BARBARA A. RODGERS Deputy

AGREEMENT NO. 69-86

LAND CONSERVATION AGREEMENT

PRESERVE NO. 16

AMENDED-

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 19 69, by and between Donald S. Fong & Susan C. Fong, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

SEE AGREEMENT

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 69-85; and

No. 91-159

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

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SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder. Micro Fiched

THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

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SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

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(e) [illegible]

and hearing thereon is conducted in the manner provided by Section 51284 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

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NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Pete E. Lucas
DEPUTY

OWNER original signed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19___, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Original Signed

Witness my hand and official seal the day and year first above appearing.

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_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

Original Signed

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Donald S. Fong

26-360-11

Description

BEGINNING at a point on the Southerly line and North 83° 58' East 334.67 feet from the Southwest corner of that certain tract of land deeded by Frank W. and Edith K. Stephens to Charles H. and Blanche I Rominger and recorded in Deed Book 118, Page 244, Yolo County Records, and running thence along the center line of the County Road North 83° 58' East 662.43 feet; thence South 77° 21½' East 537.1 feet; thence North 87° 40½' East 21.8 feet; thence leaving the centerline of the County Road South 2° 19½' East 160.0 feet; thence South 86° 48½' East 415.38 feet; thence North 2° 19½' West 200.0 feet to a point in the centerline of the County Road; thence along the centerline of the County Road North 87° 40½' East 165.0 feet; thence South 84° 25' East 506.9 feet; thence South 66° 21½' East 313.0 feet; thence South 46° 47½' East 423.7 feet; thence South 32° 07' East 430.7 feet; thence leaving the centerline of the County Road South 10° 35' West 4185.93 feet; thence South 77° 45' West 523.12 feet; thence North 76° 26' West 217.11 feet; thence North 68° 38' West 656.47 feet; thence North 41° 36' West 704.60 feet; thence North 76° 33' West 1304.85 feet to the East line of Farnham's property as described in Deed Book 116, Page 37, thence North 10° 24½' East along Farnham's East line 4024.56 feet to the place of beginning

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EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

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10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

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16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Charles Gordon

FILED

OCT 28 1969

LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 69-07

LAND CONSERVATION AGREEMENT

PRESERVE NO. 17

AMENDED AGREEMENT

THIS LAND CONSERVATION AGREEMENT, made and entered into this 23rd day of June, 19[illegible], by and between Charles M. Gordon & Kathryn C. Gordon, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property," and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

SEE A6

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WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in an "agricultural preserve" heretofore established by the County by Resolution No. 70-71-166; and

WHEREAS, both OWNER and COUNTY desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Agreement is deemed to be a determination that the highest and

best use of the subject property during the term of this Agreement or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Agreement are substantially similar to Contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of Division 1, Part 2, Chapter 3, Article 1.5 (commencing with Section 421) of California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as follows:

Micro Fiched

FIRST: DECLARATION. This Agreement is made and entered into pursuant to the California Land Conservation Act of 1965 as amended in 1967 (Chapter 7 of Part 1 of Division 1 of Title 5 of the Government Code of California commencing with Section 51200) including Article 3.5 of said Act entitled "Agreements" and is subject to all of the provisions thereof pertaining to agreements. It is the intent of the parties that the restrictions imposed upon the subject property by this Agreement be deemed substantially similar to those which may be imposed upon property by contract under the aforementioned Act. The execution and recordation of this Agreement shall in no way restrict COUNTY or OWNER from utilizing or benefiting from future conservation or agricultural legislation enacted by the California legislature. Should COUNTY agree to any provision in any other agreement under the Land Conservation Act which provision is not included herein and OWNER requests the inclusion of such provision in this Agreement such provision shall be deemed added to this Agreement upon written request of OWNER to COUNTY and any other provision hereof inconsistent with said added provision shall be deemed to be of no force and effect to the extent of such inconsistency.

SECOND: RESTRICTIONS. During the term of this Agreement, and any and all renewals thereof, the subject property shall not be used for any purpose other than the agricultural and compatible uses set forth in Exhibit "B" attached hereto and by this reference incorporated herein. No structures shall be erected upon the subject property except such structures as may be directly related to authorized uses of the land. The parties, through appropriate action by COUNTY'S Board of Supervisors, and written consent of OWNER, may from time to time during the term of this Agreement and all renewals thereof add to and/or delete from said permissible uses of the subject property by proper addenda to said Exhibit "B". If any use otherwise permissible hereunder is not permissible under any planning or zoning restriction now or hereafter applicable to any of the property then it shall likewise be deemed not legally available to OWNER by the provisions of this Agreement and if any use is permissible under any such planning or zoning provision but is not reflected in Exhibit "B", as modified by joint action of the parties, then it shall not be deemed legally available to OWNER hereunder.

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THIRD: EMINENT DOMAIN. In the event an action in eminent domain for condemnation of an interest in all or any part of the subject property is filed, or any such interest is acquired in lieu of eminent domain for a public improvement, this Agreement shall be null and void as of one day prior to the date on which the site is valued, as to that land actually being condemned or acquired, and as to any other part of the subject property the usefulness of which, as determined by the Board of Supervisors, is impaired to such an extent as to make it unsuitable for those uses legally available to OWNER under the terms of this Agreement; provided, however, that should any such action be dismissed, or should any such interest be conveyed for non-public use, this Agreement shall be reinstated as of the date the action is dismissed or the conveyance is recorded.

FOURTH: TERM AND RENEWAL: The term of this Agreement shall be for ten (10) years, commencing as of the first day of March next suceeding the date of approval of this Agreement by the Board of Supervisors of the County of Yolo, and shall terminate on the last day of February of the tenth (10th) year thereafter. The first day of March shall be deemed to be the "annual renewal date" of this Agreement, and it shall be subject to an unlimited number of one (1) year extensions unless written notice of non-renewal is effected through delivery or by mail by OWNER on or before the first day of December or by COUNTY on or before the first day of January next preceding the renewal date. Nonrenewal may be effected as to any part as well as the whole of the subject property so long as no area less than the minimum size for a new parcel under separate ownership remains under the renewed agreement. Any notice of nonrenewal shall be recorded by COUNTY as public notice that the Agreement has not been renewed.

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FIFTH: NO PUBLIC FUNDS. The OWNER understands that he is not entitled to any public funds by reason of the execution of this Agreement or any renewal thereof although the use of the subject property is limited as aforesaid.

SIXTH: TERMINATION. Subject to the procedural condition contained herein, OWNER may elect to terminate this Agreement without penalty when one of the following circumstances is found to exist:

(a) The California State Legislature fails to implement Article XXVIII of the State Constitution in a manner providing benefits and restrictions substantially similar to those embodied in Section 421 through 425 of the Revenue and Taxation Code, as adopted in 1967. To be substantially similar, it is hereby agreed that said implementing measures must include provisions for a land valuation system basing value of the land on those uses legally available to OWNER as the basis for assessment, and must not

require that OWNER permit entry of the public on subject property.

(b) Future conservation or agricultural legislation achieving a substantially similar public benefit is enacted by the California Legislature and is applied to subject property.

(c) The real property tax in abolished as a source of revenue.

The following procedures shall be followed to elect the termination of this Agreement:

(a) Written notice of the election to terminate this Agreement shall be given the Board of Supervisors of Yolo County by OWNER.

(b) The Board of Supervisors shall have thirty (30) calendar days to review the proposal and the information submitted in support thereof.

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(c) If the Board does not act within said 30 days to set a hearing within an additional 30 days, it shall effect the termination by recording a notice of termination with the County Recorder and filing a copy thereof with the State Department of Agriculture. If the Board so sets a hearing, it shall give notice to OWNER and shall consider the election to terminate in the same manner as it would a request for cancellation as provided in Section Seven of this Agreement.

SEVENTH: CANCELLATION. This Agreement may be cancelled in whole or part on the mutual agreement of the OWNER and the COUNTY as provided herein.

(a) The COUNTY may approve the cancellation of this Agreement only if it finds that cancellation is consistent with the purposes of the California Land Conservation Act and in the public interest. The existence of an opportunity for another use of the

land involved shall not be sufficient reason for the cancellation of this Agreement. A potential alternative use of the land may be considered only if there is no proximate land not subject to a land conservation agreement pursuant to the Williamson Act suitable for the use to which it is proposed the subject property be put. The uneconomic character of an existing agricultural use shall likewise not be sufficient reason for cancellation of the Agreement. The uneconomic character of the existing use may be considered only if there is no other reasonable agricultural use to which the land may be put.

(b) Upon the cancellation of this Agreement, and as soon thereafter as the land to which it relates is reassessed by the Assessor, the landowner shall pay to the County Treasurer, as deferred taxes, an amount equal to 50 percent of the new equalized assessed valuation of the property. If after the date this Agreement is initially entered into, the publicly announced County ratio of assessed to full cash value is changed, the percentage payment in this subdivision shall be changed so no greater percentage of full cash value will be paid than would have been paid had there been no change in ratio.

Micro Fiched

(c) The County may waive any such payment or any portion thereof, or may make such payment or a portion thereof contingent upon the future use made of the land and its economic return to the landowner for a period of time not to exceed the unexpired period of this Agreement, had it not been cancelled, provided that such waiver is in the best interests of the program to conserve agricultural land.

(d) Collection and distribution of deferred taxes shall be carried out in the same manner as specified by Section 51283 (c) and 51283.3 of the California Government Code.

(e) This Agreement shall not be cancelled until a notice and hearing thereon is conducted in the manner provided by Section 51234 and 51285 of the California Government Code; however, such hearing shall be advisory only and shall not be binding upon the Board.

(f) Notice of an approved cancellation shall be recorded with the County Recorder and filed with the State Department of Agriculture.

EIGHTH: DIVISION OF SUBJECT PROPERTY. In the event the subject property of this Agreement is divided, an agreement identical to the agreement then covering the original parcel shall be executed by OWNER on each parcel created by the division at the time of the division. Any agency making an order of division or the COUNTY which has jurisdiction shall require, as a condition of the approval of the division, the execution of the agreements provided for in this paragraph.

NINTH: EXCLUSION OF LAND FROM PRESERVE. Removal of any land under this Agreement from an agricultural preserve either by change of boundaries of the preserve, disestablishment of the preserve or nulling and voiding of the preserve pursuant to Sections 51201.1 and 51243 (b) of the Government Code shall be the equivalent of a notice of non-renewal by COUNTY.

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TENTH: SUCCESSORS IN INTEREST. This Agreement shall run with the land described herein and shall be binding upon the heirs, successors and assigns of the OWNER and COUNTY.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Agreement the day and year first above written.

COUNTY OF YOLO

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, County Clerk
and Ex-Officio Clerk of the Board
of Supervisors

By Barbara A. Rodgers
DEPUTY

OWNER

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On JUNE, 19 69, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ and _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 19___.

NOTARY PUBLIC

My Commission Expires: _____

"EXHIBIT A"

Part of tract described as Lots "L", "M" and "N" of Arnold & Gillig's Subdivision of a part of the Rancho Canada de Capay, Beginning at the point of intersection of the Westerly boundary line of Rancho Canada de Capay as shown on map of record in the County Recorder's Office and the center line of an Arroyo which point is N. 39° 46' W. 1994.1 feet along the Westerly boundary line of Rancho Canada de Capay from the angle point "CC 13" of the boundary survey of said Rancho, and running thence down along the center line of the Arroyo in a Northeasterly direction following the meanders thereof to the point of intersection of the said center line with the center line of the County Road; thence along the center line of the County Road S. 18° 35' E. 100.0 feet; thence S. 39° 30' E. 2338.1 feet; thence S. 58° 38' E. 50.9 feet to a point on the boundary line between Lots K and L of Arnold & Gillig's Subdivision of a part of Rancho Canada de Capay as shown on map of said subdivision of record in the County Recorder's Office; thence leaving the center line of the County Road S. 42° 51' W. 4416.77 feet along the boundary line between said Lots K and L to the Westerly boundary line of Rancho Canada de Capay; thence following the last mentioned boundary line N. 31° 18' W. 1938.54 feet to the angle point "CC 13" of the boundary line of said Rancho; thence N. 39° 46' W. 1994.1 feet to the point of beginning, being parts of Lots L and M of Arnold & Gillig's Subdivision of part of Rancho Canada de Capay which is South of the Arroyo and West of the center line of the County Road, containing 316.72 acres.

BOOK 877 PAGE 81

ALSO EXCEPTING THEREFROM the following described real property granted by C. M. GORDON and KATHRYN G. GORDON, his wife, to the STATE OF CALIFORNIA on the 11th day of May, 1953 and recorded in Book 400, pages 85 and 86, Official Records of the County of Yolo:

All that portion of that certain parcel of land acquired by C. M. Gordon by deed dated November 7, 1946, and recorded November 20, 1946, in Book 247 at Page 357, Official Records of said County, that lies Northeasterly from the following described line:

Micro Fiched

BEGINNING at a point in said parcel from which a 1-1/2" iron pipe monument marking the intersection of the Easterly right of way line of the former Vaca Valley-Clear Lake Railroad with the Southeasterly boundary of said parcel bears S. 7° 46' 53" E. 2131.89 feet, said point also being distant 50.00 feet Southwesterly from Engineer's Station "C"69+15.38 E.C. of the base line of the Department of Public Works' 1953 Survey in the vicinity of Bridge No. 22-24, road III-Yol-50-B,C; THENCE from said point of beginning from a tangent that bears N. 39° 37' 27" W. along a curve to the left, with a radius of 4950 feet, through an angle of 3° 24' a distance of 293.74 feet; thence N. 43° 01' 27" W. 155.01 feet; thence along a curve to the right with a radius of 1000 feet, through an angle of 12° 53' 10" a distance of 224.91 feet to a point distant 50.00 feet Southwesterly measured at right angles from Engineer's Station 62+50.00 of said base line; thence No. 82° 50' 18" W. 62.00 feet; thence N. 27° 06' 56" W. 35.37 feet; thence N. 37° 10' 53" E. 56.29 feet to a point distant 50.00 feet Easterly measured at right angles from Engineer's Station "C"61+60.00 of said base line; thence along a curve to the right with a radius of 1000 feet 103.89 feet.

BOOK 87

Containing 0.60 of an acre, more or less in addition to the portion thereof now used and acknowledged as public road.

EXHIBIT "B"

PERMITTED USES

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Cropland Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or lessee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.

Micro Fiched

10. Offices incidental and necessary to the conduct of a principal permitted use.

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

Micro Fiched

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. Electrical transmission substations, communications equipment buildings and public utility service yards.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

FILED
SEP 18 1969
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 69-88

THIS AGREEMENT made this 23rd day of June, 1969, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY and the CITY OF WOODLAND, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the parties hereto have entered into various agreements the last of which expires on June 30, 1969, with respect to the City maintained garbage dump located on County Road 102 approximately two miles south of State Highway Route No. 16 which gave residents of the unincorporated area of the County of Yolo the privilege of depositing refuse in the Woodland City Dump and in return COUNTY agreed to pay certain sums and perform certain acts for said privilege; and

Micro Fiched

WHEREAS, it is desired by the parties to enter into a new agreement setting forth their rights and obligations respecting said Woodland City Dump from and after July 1, 1969;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of the unincorporated area of Yolo County, situated within a radius of ten (10) miles from the City Hall in Woodland and the County of Yolo itself, shall have the privilege of depositing refuse in the Woodland City Dump in the manner and at the times as CITY may prescribe by rules and regulations governing said dump.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the following sums:

a. The sum of TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00) per year, said sum to be paid in two (2) installments of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00) each, the first installment to be paid on November 1, of each year, and the

second installment to be paid on April 1, of each year, and

b. A sum equal to the amount of property taxes levied on the dump site required to be paid by CITY each year, said sum to be paid on November 1, of each year.

3. The terms of this agreement shall commence on the first day of July, 1969, and shall terminate on the 30th day of June, 1970, and shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated in writing by either party at least (30) days prior to the expirations of the term or any renewal term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO Micro Fiched

BY: Arthur H. Edmonds
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk

BY: Pete E. Lucas Deputy

CITY OF WOODLAND

BY: Charles O. Dolan
Mayor

BOARD OF SUPERVISORS
Yolo County, California

DATE: June 23,1969
Entry No. 33
File:
WATER-Cache Creek Settling Basin west of Woodland.
WATER-Yolo By-pass Project
DRAINAGE DISTRICTS-Sacramento and San Joaquin Drainage Dist.
WATER- Miscellaneous

SEE:
AGREEMENT BOOK NO. 5

MINUTE ORDER NO. 69-702: APPROVED IN PRINCIPLE TWO AGREEMENTS AS FOLLOWS:

1- The first agreement is between the County of Yolo, Woodland By-Products Company of Sacramento, San Joaquin Drainage District and the City of Woodland, and consists of the May 7,1969 draft prepared by John F. Downey as modified by the suggestions contained in the County Counsel's letter of June 10, 1969, in the June 20, 1969, letter of Oliver J. Kerthup, Jr., and by the proposals of the Drainage District that permit activities not interfere with the function of the Cache Creek Settling Basin, that local drainage facilities within the basin be obtained by the City and County, and that provisions be made for a levee to cross County Road 20.

Micro Fiched

2- The second agreement is between the County of Yolo and the City of Woodland and provides for the manner of carrying out local obligations under the first agreement and that the costs thereof shall be borne initially 30% by the County, that the County share shall decrease proportionately as territory within the drainage area is annexed to the City, subject however to modification by reason of increased run-off due to development outside the City.

THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID AGREEMENTS TO BE NUMBERED 69-89 AND 69-90 WHEN THEY ARE PREPARED AND EXECUTED TO THE ~~YOLO COUNTY~~ COUNSEL OF YOLO COUNTY

The following agreements have been rescinded by Minute Order No. 81-M08 - Entry # 7.
Agreement No. 6989 is superseded by Agreement No. 69-155
Agreement No. 69-90 is superseded by Agreement No. 70-244

vote:

Ayes: Duncan, Bell, Espigares, Stephens, Edmonds.

Noes: None.

Absent: None.

agreement Nos 69-89 69 90

CLERK'S NOTE:
TO BE ATTACHED TO MINUTE ORDER NO.69-702:

Said items listed in the Minute Order are on file in the County Counsel's Office. The Clerk does not have copies of them.

FILED
JUL 14 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 69-01

(Agreement Extending Term of Day Care Agreement No. 69-26)

THIS AGREEMENT made and entered into this 23rd day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

RECITALS:

1. That heretofore, and on or about March 1, 1969, the parties hereto made and entered into Agreement No. 69-26, which agreement is on file with the Clerk of the Board of Supervisors of the County of Yolo. Micro Fiched
2. Said agreement by its terms, will expire on June 30th, 1969, unless extended by mutual agreement of the parties.
3. The parties hereto desire to extend the term of said agreement, for a term commencing on July 1st, 1969, and terminating June 30th, 1970.

IT IS MUTUALLY AGREED AS FOLLOWS:

In consideration of the covenants and agreements set forth therein, and subject to all terms and conditions thereof, Agreement No. 69-26 is hereby extended for a term commencing July 1st, 1969, and terminating June 30th, 1970.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____ President

BY _____ Acting Executive Director Secretary

Micro Fiched

FORM 2—APPROVED BY THE ATTORNEY GENERAL (REV. 9-64)

CONTRACTOR—( )
STATE AGENCY—( )
DEPT. OF GENERAL SERVICES—( )
CONTROLLER—( )

STATE OF CALIFORNIA
STANDARD AGREEMENT

YOLO COUNTY
AGREEMENT NO. 69-92

NUMBER 670 - 1st Amendment

THIS AGREEMENT, Made and entered into this 17th day of June, 19 69, at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Assistant Director, Fiscal and Management (Title of officer acting for State) — Department of Public Health (Department or other agency)

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and County of Yolo dated May 16, 1968 and approved on August 28, 1968 by the State Department of General Services:
   (a) Paragraph #2 is amended for the first time to read: "2. The period of this contract shall be from May 16, 1968 through March 31, 1970."
2. All other terms and provisions of said contract shall remain in full force and effect.

FILED
AUG - 1 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Approved as to Form
Dated
County Counsel of Yolo County

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The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, This agreement has been executed, in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

STATE OF CALIFORNIA

Department of Public Health
Name of State agency
By [signature]
Assistant Director, Fiscal and Management
Title

Contractor County of Yolo
(If other than an individual, state whether a corporation, partnership, etc.)
By [signature]
Chairman, Board of Supervisors.
Title
P.O. Box 532, Woodland, California
Address

(Continued on ..... sheets, each bearing name of Contractor)

I hereby certify that all conditions for exemption of Part 1, State Administrative Manual Section 1201.23 have been complied with and this document is exempt from review by the Department of Finance.

DO NOT WRITE IN THIS SPACE

POLICY | BUDGET

Department of General Services
APPROVED
JUL 23 1969
By ANDREW R. LOUIS, Director
[signature]
Asst. Chief Counsel

To Be Charged Against
APPROPRIATION Item 128 CH 500/67 F.Y. 67/68
FUNCTION OR FUND General
LINE ITEM ALLOTMENT 256-40.7 B ☒ O.E. ☐ Eq.

Amount of this Estimate	NO BUDGET DATA
Unencumbered remainder after posting this estimate to Allotment Expenditure Ledger	
Adjustment increasing encumbrances	
Adjustment decreasing encumbrances	

I Hereby Certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. (After T.B.A. No. ..... or B.R. No. .....)

for [signature]
Signature of Accounting Officer

1. The State hereby agrees to pay for the services and materials at the times, in the manner and for the consideration, herein expressed.

2. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

3. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

4. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

5. This agreement is not assignable by Contractor either in whole or in part.

6. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

7. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

8. Contractor shall not be allowed or paid travel or per diem expenses unless set forth in this agreement.

Micro Fiched

FILED

JUL 17 1969

LAURENCE P. HENIGAN, Clerk

By Barbara A. Podgorn
Deputy

AGREEMENT NO. 69-93

(Agreement Extending Term of Day Care Agreement No. 69-27)

THIS AGREEMENT made and entered into this 30th day of June, 1969, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. That heretofore, and on or about March 1, 1969, the parties hereto made and entered into Agreement No. 69-27, which agreement is on file with the Clerk of the Board of Supervisors of the County of Yolo.
2. Said agreement by its terms, will expire on June 30th, 1969, unless extended by mutual agreement of the parties.
3. The parties hereto desire to extend the term of said agreement, for a term commencing on July 1st, 1969, and terminating June 30th, 1970.

IT IS MUTUALLY AGREED AS FOLLOWS:

In consideration of the covenants and agreements set forth therein, and subject to all terms and conditions thereof, Agreement No. 69-27 is hereby extended for a term commencing July 1st, 1969, and terminating June 30th, 1970.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

(SEAL)

Micro Filmed

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, INC., a non profit corporation

BY Aaron O. Cooper
President

BY Vera E. Bromagem
Secretary

FILED
JUL 23 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 69-94

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of July, 19 69, by and between

Darryl Wagner, General Engineering Contractor

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Retaining wall repair and bridge railing installation on County Roads 94B & 104 over Cache Creek & Putah Creek respectively

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Bridge No. 94B-16.23, Stevens Bridge and Bridge No. 104-28.00 Mooney Bridge

(Plan Index No. _____) (WO # 4058 4130)

Approved 6/5/69 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

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ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within thirty (30) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: JUL 22 1969

(County Counsel)

ATTEST:

Laurence P. Henigan, Clerk

By Deputy

COUNTY OF YOLO

By Chairman of the Board of Supervisors

By Darryl Wagner- WAGNER ENGINEERING

Contractor

License No. 255026

/ YOLO COUNTY /
/ AGREEMENT NO. 69-95/

COST SERVICE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July 1969, at Sacramento, County of Sacramento, State of California, by and between the STATE PERSONNEL BOARD, through its duly appointed, qualified and acting Executive Officer, hereinafter called the Board, and the County of Yolo, hereinafter called the Local Agency.

WITNESSETH

Micro Fiched

That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations expressed, and pursuant to authority contained in Section 18707, Government Code, hereby agree to the conditions as found in attached "Cost Services Contract Rules and Procedures" marked as Exhibit A and "Written Examination Price List" marked as Exhibit B which are incorporated herein by reference and made a part hereof. Exhibit B may be amended by the Board from time to time without renegotiating the contract.

Further, the parties agree that the Board shall, as a normal course of action, submit invoices covering those services rendered during a calendar month and the Local Agency agrees to pay such invoices within sixty days following receipt thereof.

The provisions of the attached Fair Employment Practices Addendum, Standard Form 3 (4/65), are incorporated by reference and made a part of this contract.

The term of the contract commences September 1, 1969 and terminates August 31, 1972. This contract may be terminated by either party upon giving the other party 30 days written notice of termination.

FILED
JUL 18 1969
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

In the event of termination, the Board will be paid such amount as is due under the contract to and including the effective date of termination.

STATE PERSONNEL BOARD

By John F. Fisher
Executive Officer

COUNTY OF YOLO

By Arthur H. Edmonds
Local Agency
Chairman, Board of Supervisors,
County of Yolo, State of California.

~~XX~~ _____

_____
Title

Approved as to Form

Dated June 18, 1969

Charles R. Mack
County Counsel
of Yolo County
by R H Baker, Deputy

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Exhibit A

COST SERVICES CONTRACT

RULES AND PROCEDURES

Section I - General Conditions

In performing the services incident to the planning, scheduling, preparation, construction and rating of written examinations for classifications to be mutually agreed upon by the Local Agency and the Board, the following provisions shall govern:

a. Scheduling of Examinations.

Whenever during the term of this agreement, the Local Agency desires the services of the Board in the preparation of a written examination for a job classification: the Local Agency will submit to the Board a request for such services. Upon the recommendation of the Local Agency the Board shall set examination dates and closing dates for filing applications which will allow sufficient time for examination scheduling and preparation.

b. Information to be Furnished by Local Agency.

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The Local Agency shall supply the Board with a written description of the work performed in the classes for which the Local Agency desires an examination prepared, including a statement of the minimum and/or desirable qualifications and the salary of the class.

c. Notification of Number of Competitors.

Immediately after the closing date for filing applications, the Local Agency will notify the Board of the total number of competitors in each classification.

d. Preparation of Test Materials.

The Board shall construct an appropriate written examination for each job classification for which an examination has been requested by the Local Agency and agreed upon by the Board.

e. Transmittal of Test Materials.

The Board shall transmit to the Local Agency sufficient examination booklets, instructions for administering the examination and such other material as the Board may deem necessary.

f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs I(i), I(j), and I(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior written permission of the Board.

h. Scoring of Tests.

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The responsibility for the scoring of tests shall be delegated to the Board, except that upon mutual agreement the Local Agency may perform the scoring functions. The Board will score the booklets and report the results, together with a recommended qualifying score, to the Local Agency within ten working days after the booklets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy.

If the Local Agency has an officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheets following the examination, and this rule or policy has been submitted in writing to the Board at least 10 days prior to the first examination scheduled under this agreement for which such inspection is desired, the Board will comply with the inspection privileges as officially recognized by the Local Agency except that no inspection shall be allowed for standardized or copyrighted tests, or tests preduplicated as Form Tests or Semi-Form Tests, or of questions not scored by an absolute standard. No candidate is to be allowed to take away with him any notes regarding a test question. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

j. Test Papers Inspection Under Board Policy.

If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspection a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

1. Key Inspection. Inspection of a keyed copy of the examination question book, which is for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed for the five working days immediately following an examination, providing this has been requested by the Local Agency at least ten days prior to the examination. The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the examination. During key inspection a representative of the personnel or administrative office of the Local Agency will be present to assure that the candidate takes no notes of any kind regarding any test materials. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

Micro Fiched

2. Answer Sheet(s) Inspection. Inspection of a candidate's answer sheet(s), which is for the purpose of detecting whether any clerical or other error has been made in the scoring of the booklet, shall be allowed for a thirty-calendar-day period immediately following the notification to the candidate of examination results. Upon request, the Board will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the Local Agency. Candidates are not allowed to review the question booklet during this inspection period. Not more than one hour will normally be allowed for answer sheet(s) review, during which time a representative of the personnel or administrative office of the Local Agency shall be present to assure that no changes or marks of any kind are made by the candidate on his answer sheet(s) or the keyed answer sheet(s).

3. Form Tests and Semi-Form Tests Not to be Open for Inspection. Standardized or copyrighted tests, and tests preduplicated as form tests and semi-form tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

k. Retention of Test Material by the Board.

The Board shall, if requested by the Local Agency, retain the completed question booklets or answer sheet(s) for such reasonable period of time as the Local Agency's rules may prescribe.

l. Local Agency Responsibilities.

The Local Agency shall perform all parts of the examination process the performance of which has not specifically been requested of and agreed to by the Board and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole.

m. Continuous Testing.

If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board may, in its discretion, supply the examination booklets, a scoring key and instructions for continuous administration. Administration of examinations on a continuous basis is defined as the retention and use of examination booklets and instructions one or more times in any month during the term of this agreement. The Local Agency will score such examinations.

n. Security of Test Material.

Micro Fiched

All test materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be kept confidential. The Local Agency agrees to be responsible for the security of all test materials supplied to the Agency and agrees to reimburse the Board for a portion or all of the replacement costs, as determined by the Board, for test materials that are lost or whose value for testing purposes, in the opinion of the Board, may have been destroyed while said test materials were subject to the custody of the Local Agency.

o. Examination Charges.

In consideration of the performance by the Board of the various testing services the Local Agency agrees to reimburse the Board in accordance with "Written Examination Price List" (Exhibit B).

Section II - Special Services

Upon the request of the Local Agency, the Board, in its discretion, shall supply any or all of the following special services:

a. Advice and assistance on examining procedures and problems.
b. Preparation and distribution of examination publicity.
c. Distribution, receipt, and appraisal of applications.
d. Preparation, administration and scoring of demonstration tests.
e. Advice on and conduct of oral interviews.
f. Preparation of eligible lists.
g. Other technical personnel services.

Exhibit B

WRITTEN EXAMINATION PRICE LIST

FORM TEST COST

Number of Booklets Ordered	Schedule A (CPS scored and tabulated)*	Schedule B (Scored by Local Agency)**
1 - 10	$35 minimum charge	$25 minimum charge
11 - 100	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
101 - 200	$116 plus 65¢ per booklet over 100	$83.50 plus 40¢ per booklet over 100
200 or more	$181 plus 25¢ per booklet over 200	$123.50 plus 15¢ per booklet over 200

*Plus an additional charge of 65¢ per candidate for scoring of typing performance tests, and $1.00 per candidate for scoring of stenographic performance tests.

**Form tests used by an agency for continuous testing cost $75 a fiscal year.

Micro Fiched

SEMI-FORM TEST COST

Number of Booklets Ordered	Schedule A (CPS scored and tabulated)	Schedule B (Scored by Local Agency)
1 - 10	$65 minimum charge	$55 minimum charge
11 - 100	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
101 or more	$146 plus 65¢ per booklet over 100	$113.50 plus 40¢ per booklet over 100

CUSTOM TEST COST

The cost of a custom examination is primarily dependent on the amount of staff time spent in selecting and duplicating the appropriate test materials. A pro-rated charge is added to pay for the review and updating of existing custom examination materials.

If one to fifteen test booklets are ordered, a Cooperative Personnel Services scored custom test will cost approximately $125-140; if locally scored, the cost will be approximately $110-125. Costs are slightly higher if additional test booklets are ordered.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Micro Fiched

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

GM 448210

YOLO COUNTY
AGREEMENT NO. 69-96

AGREEMENT FOR INSTALLATION, MAINTENANCE, OPERATION AND CONVEYANCE OF ELECTRIC FACILITIES

THIS AGREEMENT made this 7th day of July, 1969, by COUNTY OF YOLO, a political subdivision of the State of California (County), MACE PROPERTIES, INC., a California corporation (Owner), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PGandE).

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RECITALS:

Owner is the owner of a tract of land which has been subdivided for purposes of sale, known as EL MACERO COUNTRY CLUB ESTATES NO. 2, situated in Yolo County, California, as shown on a map filed with the County Clerk of Yolo County designated "Map showing proposed Boundaries of Assessment District No. 118 (El Macero Unit No. 2)."

County, pursuant to the provisions of the Improvement Act of 1911, adopted Resolution of Intention Number 69-94 on July 7,1969, for the formation of a special assessment district to construct certain improvements within the boundaries of the tract owned by Owner including, among other things, electric facilities.

The electric facilities contemplated for construction within the District are underground electric distribution facilities, hereinafter called "Electric Facilities." The Electric Facilities are shown on the attached sketch marked Exhibit "A" and made a part hereof.

Pursuant to the provisions of Title 5, Div. 1, Pt. 1, Ch. 3, Art. 9 of the Government Code of the State of California (Sections 50,550 et. seq.), the County and Owner shall, in accordance with Section 50562 of the Government Code, sell the Electric Facilities to PGandE.

FILED
JUL 23 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PGandE shall install the Electric Facilities, as shown on Exhibit "A", in accordance with Section "D" of PGandE's Electric Rule No. 15, (Electric Extension Rule), a copy of which is attached and made a part hereof.

2. Any contract that is awarded pursuant to Resolution of Intention Number 69-94 shall contain in the special provisions of the specifications a condition to the effect that the successful bidder (Contractor) shall pay to PGandE the nonrefundable sum of $8,288 which is the difference between the estimated cost of the Electric Facilities and the estimated cost of an equivalent overhead wood pole system. PGandE shall not be obligated to proceed hereunder until sufficient funds have been made available and all payments to PGandE have been made.

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3. PGandE shall, in accordance with Section D.4.a of the Electric Extension Rule, postpone collecting from Owner the refundable amount equal to the estimated cost of an overhead electric system equivalent to the electric facilities shown on Exhibit "A". The estimated cost of an equivalent overhead system is $11,460. Owner agrees, however, to pay PGandE upon demand, six months after the start of construction of Electric Facilities, an amount equal to that portion of the equivalent overhead cost as would not then be refundable pursuant to the Extension Rule. Any amount so paid will be subject to refund, without interest, in accordance with the Extension Rule.

4. Any rearrangement, relocation, addition to, or other modification of the Electric Facilities as shown on Exhibit "A" after commencement of construction required for any reason other than the sole convenience of PGandE shall be paid for on demand and in advance by Owner.

5. Owner shall defend PGandE's possession, use and control to the

Electric Facilities, and shall indemnify PGandE against any claim, loss, or expense occasioned by PGandE directly or indirectly as a result of any attack on PGandE's possession, use and control by any person, firm, corporation, or municipal or other public body or agency.

6. County and Owner shall, upon the completion of the Electric Facilities, initiate proceedings and thereafter prosecute to completion such proceedings pursuant to Government Code Section 50500 et. seq., for the sum of one dollar ($1) sell and thereafter execute and deliver to PGandE a deed of conveyance in the form attached hereto as Exhibit "B" conveying the Electric Facilities to PGandE.

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7. PGandE shall, subject to all of the terms and conditions hereof, operate and maintain the Electric Facilities and provide electric service in accordance with PGandE's applicable rates and rules established by PGandE, from time to time, and on file with and authorized by the California Public Utiiities Commission (Commission).

8. PGandE shall not be responsible for any delay in construction of the Electric Facilities resulting from shortage of labor or materials, strikes, labor disturbance, war, riots, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delays in obtaining necessary rights of way, act of God, or any cause or condition of like or unlike characteristic which is beyond the control of PGandE. PGandE shall have the right, in the event it is unable to obtain supplies, materials, or labor for all of its construction requirements, to allocate materials and labor to construction projects which, in its sole discretion, it deems most important to serve the needs of its customers, and delay in construction hereunder resulting from such allocation shall be deemed a cause beyond PGandE's control.

9. This agreement does not provide for the installation of electric services extending from the Electric Facilities to any existing or proposed building within the tract. Such extensions shall be arranged for with PGandE by Owner or subsequent owners of the various lots in the tract in accordance with the provisions of PGandE's then applicable rules.

10. Owner hereby grants PGandE all necessary easements and rights of way for the installation, operation, maintenance, repair and replacement of the Electric Facilities and all parts thereof, and all necessary rights of ingress and egress over the subdivision by means of roads and lanes thereon, and Owner hereby further agrees to execute in the name of PGandE such other and further grants, conveyances, deeds or other documents, together with all other easements and rights of way, as may be deemed necessary by PGandE to protect or effectuate the rights herein granted to it or to perfect such rights of record. Micro Fiched

11. This agreement shall not be assignable, by operation of law or otherwise, unless PGandE first consents thereto in writing and the assignee, in writing, assumes and covenants to perform all of the obligations that would be transferred by such assignment.

12. This agreement shall, at all times, be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed on the day and year first above written.

ATTEST:

LAURENCE P. HENIGAN,
County Clerk
Ex-Officio Clerk of the Board of Supervisors.

By Pete E. Lucas
Deputy

Approved as to Form
Date 2-8-1969
County Counsel of Yolo County

COUNTY OF YOLO,

By Arthur H. Edmonds
Chairman, Board of Supervisors

MACE PROPERTIES, INC.,

By C. Frederick Mace

and by Grant L. Chappell

PACIFIC GAS AND ELECTRIC COMPANY,

By [illegible]
Manager, Commercial Department

and by [illegible]
Secretary

"EXHIBIT A"

(Map is filed with Original)
(in Clerk's Office.)

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RULE NO. 15

LINE EXTENSIONS

Extensions of distribution lines of standard voltages (22 kv or less) necessary to furnish permanent electric service to applicants will be made by the utility in accordance with the following provisions:

A. General

The utility will construct, own, operate and maintain lines only along public streets, roads and highways which the utility has the legal right to occupy, and on public lands and private property across which rights of way satisfactory to the utility may be obtained without cost or condemnation by the utility.

B. Overhead Extensions to Individual Applicants for Service

1. Free Footage Allowances

Overhead line extensions will be made by the utility at its own expense provided the length of line required does not exceed the free length as determined from the following allowances.

a. Domestic Service:

For lighting and appliances, each customer	300 feet
For each electric refrigerator customer	75 feet
For each electric range customer	150 feet
For each 30 gallon or larger storage type electric water heater customer	275 feet
For each electric clothes dryer customer	40 feet
For permanently installed heating equipment of at least 1.5 kw, per kw	30 feet
For motors of 1 hp or more, per hp connected	50 feet
For each home freezer customer	50 feet
For each automatic dishwasher customer	20 feet
For each domestic water system of 1 hp or less	30 feet
For each heat pump customer	800 feet
For air conditioning load, room or central unit, per hp connected	50 feet

b. Other Service:

For lighting load, per kw connected	125 feet
For permanently installed cooking or heating load, per kw	75 feet
For motors of 1 hp or more, per hp connected	175 feet
For air conditioning load, room or central unit, per hp connected	50 feet
For agricultural heating of at least 1 kw, per kw	35 feet
For each dairy water heater of at least 60 gallon capacity	800 feet

Except for those instances where the customer requests special facilities, the utility will install, own and maintain the necessary transformers, meters and service wires in accordance with Rule No. 16 at its own expense.

2. Conditions

a. Seasonal, Intermittent and Standby Service

When an applicant will use electric service in establishments occupied seasonally or intermittently, as in seasonal resorts, cottages or other part-year establishments, one half of the allowance provided above will apply. No allowance will be made for equipment used for standby or emergency purposes only.

b. Length and Location of Line

The length of line required for an extension will be considered as the distance along the shortest practical route, as determined by the utility, from the utility's nearest permanent distribution line pole to the pole from which the service connection is to be installed.

c. Special Facilities

Under this rule the utility shall install only those facilities which it deems are necessary to render service in accordance with the tariff schedules. Where the applicant requests facilities which are in addition to, or in substitution for, the standard facilities which the utility normally would install, the extra cost thereof shall be paid by the applicant.

Advances made under this section for service to three-phase motors of less than 5 hp shall be subject to refund in the event that the person making the advance increases his load so as to include service to three-phase motors of more than 5 hp.

(continued)

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RULE NO. 15

LINE EXTENSIONS—Contd.

B. Overhead Extensions to Individual Applicants for Service—Contd.

2. Conditions—Contd.

d. Conversion of Existing Single-Phase Lines to Three-Phase Lines
Line extensions will be either single-phase or three-phase as determined by the utility in accordance with the tariff schedules.
Where it is necessary to convert an existing line from single-phase to three-phase in order to furnish three-phase service to an applicant, the estimated cost of converting the existing line to three-phase will be determined by the utility. Such estimated cost will be divided by the advance per foot specified in Section B.3.a.(1) hereof in order to determine an equivalent length of line extension. Applicant's allowance, as determined under Section B.1 hereof shall then be applied against the length of equivalent line and any unused free extension allowance will be applied to the line extension, if any, required to serve the applicant. Advances made under this section shall be subject to refund as specified in Section B.3.b. for such additional permanent three-phase installations as may be supplied by means of the line which has been converted to three-phase line.

e. Transmission Underbuilds
Where all or a portion of the distribution line extension is to be constructed on existing transmission poles of the utility, the estimated cost of the extension on such existing poles will be determined by the utility. Such estimated cost will be divided by the advance per foot specified in Section B.3.a.(1) hereof in order to determine an equivalent length of line extension, which will be treated in the same manner as any other extension under Section B hereof.

f. For the purpose of determining the allowable free length of line for domestic service, each single-family dwelling is considered a "customer"; an electric range customer is one who uses an electric range or equivalent electric appliance exclusively for all regular cooking; a water heater customer is one who uses an electric water heater exclusively for all regular water heating.

g. For the application of Section B.1, connected loads will be determined to the nearest 1/10 hp or 1/10 kw.

3. Extensions Beyond the Free Length

a. Advances

(1) Overhead line extensions of greater length than the free extension will be made provided the applicant for service advances to the utility $1.40 for each foot of line in excess of the free length. Such extensions will be owned, operated and maintained by the utility.

(2) When more than one applicant is to be served from the same extension, the total free length will be the sum of the free allowances for each applicant as computed under Section B hereof. The total advance required from the group of applicants will be apportioned among the members of the group in such manner as they may mutually agree upon.

b. Method of Refund
The amount advanced in accordance with Section B.3.a. hereof will be subject to refund as follows:

(1) Refunds of an advance will be predicated on connection of separately metered permanent load and/or customers; will be made without interest; and will be made within 90 days after date of first service to such load and/or customer, except that refunds may be accumulated to $25 minimum or the total refundable balance if less than $25 before each refunding.

(2) For such load and/or customer the utility will refund an amount based on the footage that the allowable free length under Section B exceeds the length of line (if any) required to serve, multiplied by the unit cost per foot applicable at the time the extension was originally constructed.

(3) Refunds also will be made for the appliances and load specified in Section B.1. permanently installed in excess of the load contracted for originally when added within one year of first taking service. Such refunds will be made within ninety days after the utility receives notice of the addition by the customer.

(continued)

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RULE NO. 15

LINE EXTENSIONS—Contd.

B. Overhead Extensions to Individual Applicants for Service—Contd.

3. Extensions Beyond the Free Length—Contd.

b. Method of Refund—Contd.

(4) Where there is a series of extensions, on any of which an advance is still refundable, and the utility makes succeeding free extensions with excess allowances or where additional load or customers connect to succeeding extensions, refunds will be made to repay in turn each of such advances which remain refundable beginning with the first in series from the original point of supply

(5) When two or more parties make a joint advance on the same extension, refundable amounts will be distributed to these parties in the same proportion as their individual advances bear to the total joint advance.

(6) No payment will be made by the utility in excess of the amount advanced by the applicant or applicants nor after a period of 10 years from the date the utility is first ready to render service from the extension, and any unrefunded amount remaining at the end of the 10-year period will become the property of the utility.

C. Overhead Extensions to Serve Subdivisions or Tracts, Housing Projects and Multi-Family Dwellings

1. Advances

a. Overhead line extensions to and/or in subdivisions, housing projects and multi-family dwellings will be constructed, owned and maintained by the utility in advance of applications for service by the ultimate users only when the entire estimated cost of such extensions, as determined by the utility, is advanced to the utility; however, the payment of the portion of such advance as the utility estimates would be refunded within six months under other provisions of this extension rule shall be postponed for six months if the subdivider-builder furnishes to the utility evidence that he has received state and local authorizations to proceed promptly with construction and that he has adequate financing, and provided further that the subdivider-builder agrees in writing in his contract for the extension to pay immediately at the end of six months all amounts not previously advanced which are not then refundable. At the end of such six-month period, the utility shall collect all such amounts not previously advanced which are not then refundable.

2. Method of Refund

The amount advanced in accordance with Section C.1.a. hereof will be subject to refund as follows:

a. Refunds of an advance will be predicated on connection of separately metered permanent load and/or customers; will be made without interest; and will be made within 90 days after date of first service to such load and/or customer, except that refunds may be accumulated to $25 minimum or the total refundable balance if less than $25 before each refunding.

b. For such load and/or customer the utility will refund an amount based on the footage that the allowable free length under Section B exceeds the length of line (if any) required to serve, multiplied by the unit cost per foot applicable at the time the extension was originally constructed.

c. Refunds also will be made for the appliances and the load specified in Section B.1 permanently installed in excess of the load installed originally when added within one year of first taking service. Such refunds will be made within 90 days after the utility receives notice of the addition by the customer.

d. Where there is a series of extensions, on any of which an advance is still refundable, and the utility makes succeeding free extensions with excess allowances or where additional load or customers connect to succeeding extensions, refunds will be made to repay in turn each of such advances which remain refundable beginning with the first in series from the original point of supply.

e. When two or more parties make a joint advance on the same extension, refundable amounts will be distributed to such parties in the same proportion as their individual advances bear to the total joint advance.

f. No payment will be made by the utility in excess of the amount advanced by the applicant or applicants nor after a period of 10 years from the date the utility is first ready to render service from the extension, and any unrefunded amount remaining at the end of the 10-year period will become the property of the utility.

3. Extensions to Serve Individuals

a. Extensions to serve individual applicants for service in real estate subdivisions will be made in accordance with Section B hereof.

(continued)

RULE NO. 15

LINE EXTENSIONS—Contd.

D. Underground Extensions

1. General

a. Underground line extensions will be made only where mutually agreed upon by the utility and the applicant, except in those areas where the utility maintains or desires to maintain underground distribution facilities for its operating convenience or in compliance with applicable laws, ordinances, or similar requirements of public authorities.

2. Utility Installed Extensions to Serve Individuals

a. Normally underground extensions will be installed, owned and maintained by the utility provided the applicant pays in advance a nonrefundable sum equal to the estimated difference between the cost, exclusive of transformers, meters and services, of the underground extension and an equivalent overhead extension.

b. In addition to the nonrefundable sum, applicant shall advance an amount, if any, which shall be determined, as provided in Section B.3, from the difference in length of equivalent overhead extension required and the free allowance.

c. The amount advanced in accordance with Section D.2.b. will be subject to refund in accordance with Section B.3.b.

d. Underground services will be installed and maintained as provided in Rule No. 16.

3. Applicant-Installed Extensions to Serve Individuals

a. Where mutually agreed upon by the utility and the applicant, all or a portion of an underground extension may be installed by the applicant in accordance with the utility's specifications. Upon acceptance by the utility, applicant will transfer ownership of such facilities to the utility.

b. Any additional underground facilities necessary to complete the extension, exclusive of transformers, meters, and services, shall be installed by the utility at applicant's expense.

c. Upon meeting the requirements of Section D.3.a. and D.3.b. by applicant, the utility shall refund an amount equal to the estimated cost of the equivalent overhead extension necessary to serve the applicant; provided, however, that the length of equivalent line on which such refund is based shall not be greater than the free footage allowance set forth in Section B.

d. Underground services will be installed and maintained as provided in Rule No. 16.

4. Extensions To and/or Within Real Estate Subdivisions, Tracts, etc., in Advance of Receipt of Applications for Service

a. Underground line extensions will be installed, owned and maintained by the utility provided the subdivider or other applicant requesting the extension pays before start of construction a nonrefundable sum equal to the estimated difference between the cost, exclusive of transformers, meters and services, of the underground extension and an equivalent overhead extension. The applicant requesting the extension shall advance to the utility, in addition to the nonrefundable sum, an amount equal to the estimated cost, exclusive of transformers, meters and services, of the equivalent overhead line; however, the payment of the portion of such advance as the utility estimates would be refunded within six months under other provisions of this extension rule shall be postponed for six months if the subdivider-builder furnishes to the utility evidence that he has received state and local authorizations to proceed promptly with construction and that he has adequate financing, and provided further that the subdivider-builder agrees in writing in his contract for the extension to pay immediately at the end of six months all amounts not previously advanced which are not then refundable. At the end of such six-month period, the utility shall collect all such amounts not previously advanced which are not then refundable.

b. Where mutually agreed upon by the utility and applicant, all or a portion of an underground extension may be installed by the applicant in accordance with the utility's specifications. Upon acceptance by the utility, applicant will transfer ownership of such facilities to the utility. Any additional underground facilities necessary to complete the extension shall be installed by the utility at applicant's expense.

c. Upon meeting the requirements of Section D.4.a. or D.4.b. by the applicant, the utility will make refunds in accordance with Section C.2, provided, however, that the total amount refunded will not exceed the estimated cost of an equivalent overhead extension.

d. Underground services will be installed and maintained as provided in Rule No. 16.

(continued)

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RULE NO. 15

LINE EXTENSIONS—Contd.

E. Special Conditions

1. Contracts

Each applicant for service and persons requesting an extension in advance of applications for service will be required to execute contracts covering the terms under which the utility will install lines at its own expense or contracts covering line extensions for which advance deposits will be made in accordance with the provisions of the tariff schedules. Such contracts shall be in the form on file with the Public Utilities Commission as part of the utility's effective tariff schedules.

These contracts will provide, among other things, that applicant will install, commence using in a bona fide manner within six months after the date of the completion of the line extension and continue to so use for a period of three years, those appliances and items on which the utility's allowances are based. Such contract will also provide that if any applicant fails to take service or fails to install one or more of the appliances or items contracted for, the utility may calculate and bill the customer and the customer shall pay an amount according to the utility's line extension rule in effect at the time the extension was made as though service had been requested on the basis of the actual appliances and equipment installed and utilized.

2. Periodic Review

The utility will review its cost of construction of line extensions annually and shall prepare a contemplated tariff revision when such costs have changed by more than 10 percent since the last revision of the charge for excess footage as used in Section B.3. Contemplated revisions shall be submitted to the Commission for review in proposed form when prepared and not less than 30 days prior to any contemplated filing date.

3. Alternative Routes

Where applicable laws or regulations prevent the utilization of what otherwise would be the shortest practicable route for an overhead line extension, for the purpose of delivering electric service to the applicant, the applicant shall, subject to the provisions of the line extension rule, provide the utility an alternative longer right of way satisfactory to it. If the applicant chooses to request underground delivery over what would otherwise be the shortest practicable route, the utility will, where feasible in accordance with rules on underground extensions, provide such underground delivery.

4. Rules Previously in Effect

Amounts advanced under the conditions established by a rule previously in effect will be refunded in accordance with the requirements of such rule.

5. Temporary Service

Extensions for temporary service or for operations of a speculative character or questionable permanency will not be made under this rule, but will be made in accordance with the rules pertaining to temporary service.

6. Service from Transmission Facilities

This rule does not apply to the extension of transmission facilities unless the utility desires to extend such facilities for its operating convenience.

7. Exceptional Cases

In unusual circumstances, when the application of these rules appears impractical or unjust to either party, or in the case of the extension of lines of a higher voltage, the utility or the applicant shall refer the matter to the Public Utilities Commission for special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

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(continued)

RULE NO. 15
LINE EXTENSIONS—Contd.

F. Definitions

Applicant: A person or agency requesting the utility to supply electric service.

Application: A written request to the utility for electric service as distinguished from an inquiry as to the availability or charges for such service.

Company: (See Utility)

Company's Operating Convenience: The term refers to the utilization, under certain circumstances, of facilities or practices not ordinarily employed which contribute to the over-all efficiency of the utility's operations; it does not refer to customer convenience nor to the use of facilities or adoption of practices required to comply with applicable laws, ordinances, rules or regulations, or similar requirements of public authorities.

Distribution Lines: Overhead pole lines and/or underground facilities consisting of conduit and cable which are operated at nominal distribution voltages.

Domestic Service: Service for residential use at a dwelling premises. Any service for other than residential use at a dwelling premises may be served through the domestic service meter only where such non-domestic connected load does not exceed 300 watts for lighting or 2 hp for power.

Housing Project: A building or group of buildings located on a single premises and containing residential dwelling units for which master metering of electric service at one location has been requested.

Intermittent Service: Service which, in the opinion of the utility, is subject to discontinuance for a time or at intervals.

Line Extension: All facilities, excluding transformer, service connection and meter required to extend electric service from the utility's existing permanent facilities to the point of delivery to the customer.

Permanent Service: Service which, in the opinion of the utility, is of a permanent and established character. This may be continuous, intermittent, or seasonal in nature.

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises and public or quasi-public institutions, by a dedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the premises served.

Public Utilities Commission: The Public Utilities Commission of the State of California.

Rules: Tariff sheets which set forth the application of all rates, charges, and service when such applicability is not set forth in and as a part of the rate schedules.

Seasonal Service: Service to establishments which are occupied seasonally or intermittently, such as seasonal resorts, cottages or other part-time establishments.

Service Wires or Connection: The group of conductors, whether overhead or underground, necessary to connect the service entrance conductors of the customer to the utility's supply line, regardless of the location of the utility's meters or transformers. An overhead service connection, sometimes referred to as a "service drop", is the group of conductors between the customer's building or other permanent support and the utility's adjacent pole.

Service Extension: Consists of the service wires or connections as above defined. Normally the "service drop" is furnished at the utility's expense.

Single-Family Dwelling or Accommodation: A house, an apartment, a flat, or any other residential unit which contains cooking facilities (not necessarily electric) and which is used as a residence by a single family.

Tariff Schedules: The entire body of effective rates, rentals, charges, and rules collectively of the utility, as set forth herein, and including title page, preliminary statement, rate schedules, rules, and sample forms.

Tariff Sheet: An individual sheet of the tariff schedules.

Temporary Service: Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of limited duration. Service, which in the opinion of the utility, is for operations of speculative character or the permanency of which has not been established, also is considered temporary service.

Tract or Subdivision: An area for family dwellings which may be identified by filed subdivision plans or as an area in which a group of dwellings may be constructed about the same time, either by a large scale builder or by several builders working on a coordinated basis.

Utility: Pacific Gas and Electric Company.

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EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS that the COUNTY OF YOLO, a political subdivision of the State of California, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, those certain underground electric distribution facilities heretofore installed and constructed by PACIFIC GAS AND ELECTRIC COMPANY, pursuant to proceedings conducted by the Board of Supervisors of the County of Yolo under Resolution of Intention Number _____ adopted _____ in that certain tract of land in the County of Yolo, State of California, known as El Macero Country Club Estates No. 2, in the approximate location shown on the sketch attached hereto marked Exhibit "A", and composed of the materials more particularly described thereon.

Dated: _____, 1969.

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COUNTY OF YOLO,

By _____
Chairman, Board of Supervisors

ATTEST:

_____
County Clerk

(11)

ASSESSMENT DISTRICT NO. 118
(EL MACERO UNIT NO. 2)

RESOLUTION NO. 69-93

AUTHORIZING CHAIRMAN OF THE BOARD OF SUPERVISORS
TO EXECUTE AGREEMENT BINDING COUNTY OF YOLO TO CONVEY
ELECTRICAL FACILITIES IN
ASSESSMENT DISTRICT NO. 118 (EL MACERO UNIT NO. 2)
TO PACIFIC GAS AND ELECTRIC COMPANY
AND
AUTHORIZING COUNTY SURVEYOR-DIRECTOR OF PUBLIC WORKS
TO EXECUTE CONVEYANCE OF SAID
ELECTRICAL FACILITIES TO SAID COMPANY

FILED
JUL - 8 1969
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

WHEREAS, on May 5, 1969, this Board commenced proceedings under the Improvement Act of 1911 to construct certain public improvement work in streets, easements and places located in and adjacent to the boundaries of the subdivision in this County known as Subdivision No. 1086 El Macero Unit No. 2, and

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WHEREAS, said public improvement work includes an electrical distribution system, and

WHEREAS, Pacific Gas and Electric Company is a corporation duly organized under the laws of the State of California, and

WHEREAS, said Pacific Gas and Electric Company will supply electrical services to said subdivision, and

WHEREAS, this Board is of the opinion that after said electrical facilities are constructed, they should be conveyed to said Pacific Gas and Electric Company, and

WHEREAS, the form of agreement that is attached hereto and marked Exhibit A provides that said Pacific

Gas and Electric Company will agree to accept a conveyance of said electrical facilities and shows that it will maintain them at no cost to the County of Yolo and will supply electric services for the benefit of the lots and tracts of land that the County of Yolo will assess to pay for the electrical facilities above mentioned.

NOW THEREFORE, RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO, STATE OF CALIFORNIA:

1. That this Board finds that each of the recitals to this Resolution is true.

2. That the Chairman of this Board is hereby authorized and directed to sign for the County of Yolo the agreement with Pacific Gas and Electric Company that is attached hereto and marked Exhibit A.

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PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO, STATE OF CALIFORNIA, THIS 7th DAY OF July, 1969, by the following vote:

AYES: SUPERVISORS Duncan, Bell, Espigares, Stephens, Edmonds.

NOES: SUPERVISORS None.

ABSENT: SUPERVISORS None.

Arthur H. Edmonds
Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN,
County Clerk

By Pete E. Lucas
Deputy

Approved as to Form
Date JUL - 8 1969
County Counsel of Yolo County

Assessment District No. 118
(El Macero Unit No. 2)
DAVIS SUBURBAN LOCATION
LEGEND
EXHIBIT "A"
BILL OF MATERIAL
DRAWING LIST

FILED
JUL 23 1969
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

YOLO COUNTY
AGREEMENT NO. 69-97

03-Yol-16-41.0/41.2

03356 - 147201

Main Street (State Route 16) at
Cottonwood Street

District Agreement No. 405

THIS AGREEMENT, MADE AND ENTERED INTO THIS

16th DAY OF June, 1969

BY AND BETWEEN

Micro Fiched

CITY OF WOODLAND,
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY"

AND

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

STATE OF CALIFORNIA,
acting by and through its Business and Transportation Agency, Department of Public Works, Division of Highways, hereinafter referred to as "STATE"

WHEREAS, STATE, CITY AND COUNTY contemplate installation of traffic control signal system and safety lighting at the intersection of Cottonwood Street with State Highway Route 16 (Main Street), a portion of which is situated within the City of Woodland, County of Yolo, and desire to specify herein the terms and conditions under which said system is to be installed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

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STATE AGREES:

(1) To install the traffic control signal system and safety lighting hereinbefore mentioned, through construction by contract with construction contractors licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

(2) To bear the entire expense of preparation of plans and specifications, and STATE'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures))

and construction costs required to complete the installation referred to herein, such share to be a sum bearing the same proportion to the total cost of installation of the traffic control signal system and safety lighting as the number of legs of highways under jurisdiction of STATE at the intersection involved bears to the total number of legs of highways at such intersection.

(3) To maintain and operate the entire traffic control signal system and safety lighting as installed.

SECTION II

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CITY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $5,000.00, which figure represents CITY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

The actual amount of CITY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon

final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of installation of the traffic control signal system and safety lighting as the number of legs of highways under jurisdiction of CITY at the intersection involved bears to the total number of legs of highways at such intersection.

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(2) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the CITY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said traffic control signal system and/or safety lighting as the number of legs of highways under jurisdiction of the CITY bears to the total number of legs of highways at such intersection.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by CITY or that CITY has Right of Entry to do work prior to September 1, 1969.

SECTION III

COUNTY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately

following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $5,000.00, which figure represents COUNTY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

The actual amount of COUNTY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of installation of the traffic control signal system and safety lighting as the number of legs of highways under jurisdiction of COUNTY at the intersection involved bears to the total number of legs of highways at such intersection.

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(2) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said traffic control signal system and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the COUNTY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said traffic control signal system and/or safety lighting as the number of legs of highways under jurisdiction of the COUNTY bears to the total number of legs of highways at such intersection.

SECTION IV

It is mutually understood and agreed:

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

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(2) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY and COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement.

(3) That neither CITY, COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY and COUNTY harmless from

any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement.

(4) That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LDGARRA
State Highway Engineer

By _____
District Engineer

CITY OF WOODLAND

By Charles O. Dolan
Mayor

Attest: D. R. Parker
City Clerk

Approved as to form and procedure

Micro Fiched

Oliver J. Northup Jr.
City Attorney

COUNTY OF YOLO

By Arthur W. Johnson
Chairman, Board of Supervisors

Attest: LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors
By Ute E. Lucas
DEPUTY

Approved as to form and procedure

_____
County Attorney

FILED

JUL 29 1969

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 69-98

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 14th day of July, 1969, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any county of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

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1. In any case in which:

   (a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

(c) said Court orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring court of the place to which said person is to be transported and of the time at which he can be received.

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2. The County shall execute the court order by transporting such person to the facility indicated by the State and returning him therefrom to the court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $180.00 for each case studied plus $9.60 per person for each day, or part of a day, of temporary detention,

such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1969 to June 30, 1970, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

Micro Fiched

STATE OF CALIFORNIA

Allen F. Breed, Director
Department of the Youth Authority

By R. H. Mahlandt

Title CHIEF, ADMINISTRATIVE SERVICES DIVISION

COUNTY OF YOLO

By Arthur H. Edmonds

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Date JULY 14, 1969

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FILED
JUL 14 1969
LAURENCE P. HENIGAN, Clerk
By Barbara L. Rodgers Deputy

AGREEMENT NO. 69-99

(Agreement Amending Cooperation Agreement)

THIS AGREEMENT dated this 14th day of July, 1969, by and between the HOUSING AUTHORITY OF THE COUNTY OF YOLO, hereinafter called LOCAL AUTHORITY, and the COUNTY OF YOLO, hereinafter called COUNTY,

W I T N E S S E T H;

RECITALS:

1. LOCAL AUTHORITY and COUNTY OF YOLO entered into a cooperation agreement dated May 18th, 1950, which as amended, provides for local cooperation by COUNTY and LOCAL AUTHORITY in the development and operation by LOCAL AUTHORITY within COUNTY OF YOLO of low rent public housing not to exceed two-hundred dwelling units. Micro Filmed
2. LOCAL AUTHORITY and COUNTY OF YOLO entered into a similar agreement dated February 1st, 1951, for 220 units, which as amended, and particularly by an agreement dated February 1st, 1952, reduced the number of dwelling units from 220 to 86.
3. LOCAL AUTHORITY and COUNTY OF YOLO entered into a similar cooperation agreement dated May 15th, 1959, for one-hundred fifty (150) dwelling units.
4. The aforementioned cooperation agreements which as amended cover a total of 436 dwelling units, provide for payments in lieu of taxes to COUNTY OF YOLO in the amount of (i) five percent (5%) of the Shelter Rent actually collected but in no event to exceed five percent (5%) of the Shelter Rent charged by the LOCAL AUTHORITY in respect to a project during such fiscal year, or (ii) the amount permitted to be paid by applicable State law in effect on the date such payment is made, whichever amount

is lower.

5. LOCAL AUTHORITY has been informed by the United States Department of Housing and Urban Development that the percent of Shelter Rent used to measure payments in lieu of taxes may be increased from five percent (5%) to ten percent (10%).

6. The parties desire to amend the mentioned cooperation agreements to provide for such an increase.

7. The phrase "five percent (5%)" wherever used in Paragraph 3 of the May 18th, 1950 cooperation agreement as amended, and wherever used in Paragraph 3(b) of the February 1st, 1951 cooperation agreement as amended, and of the May 15th, 1959 cooperation agreement, is hereby amended to read "ten percent (10%).

NOW, THEREFORE, the aforementioned Cooperation Agreements are further amended as follows:

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Effective as of July 1, 1967, each annual Payment in Lieu of Taxes for a Project or Projects shall be made after the end of the fiscal year established for the particular project, and shall be in an amount equal to either (i) ten percent of the Shelter Rent actually collected but in no event to exceed ten percent of the Shelter Rent charged by the Local Authority in respect to a Project during the fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever is the lesser.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to cooperation agreements to be executed and attested and have caused their seals to be affixed as of the day and year first above written.

HOUSING AUTHORITY OF THE COUNTY OF YOLO

BY H. E. Jones
Chairman

ATTEST:

Secretary

(SEAL)

ATTEST: COUNTY OF YOLO

BY Pete C. Lucas, Deputy Clerk BY William H. Edmonds
Chairman

JAN - 7 1970
LAWRENCE P. HENIGAN, CL
By [illegible]
Deputy

YOLO COUNTY
AGREEMENT NO. 69-100

AGREEMENT
FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

THIS AGREEMENT, made and entered into this first day of July, 1969 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such Veteran Service Officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

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WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, as required for such County Veteran Service Officer's activities of the Contractor for the period July 1, 1969, to and including June 30, 1970, substantially as outlined in the Contractor's application.

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."

[signature]

NOV 7 [illegible]

To comply with the terms and conditions of the Fair Employment Practices Addendum attached to this contract and bearing for purposes of identification at the lower right hand corner thereof a legend "STD FORM 3 (4/65)".

That this agreement may be terminated by either party on thirty days written notice addressed to the other.

That in the event of any disagreement as to whether expenditures are reimbursable under this agreement, the decision of the State thereon shall be final.

To submit claims to the State, in triplicate, certified by the County Auditor, not later than the last day of the month following each second calendar quarter, for reimbursement for expenditures incurred under this agreement.

To conform to rules, regulations, and standards fixed by the State pursuant to Sections 971 and 972 of the Military and Veterans Code. That reimbursement by the State shall be contingent upon performances by the Contractor of its obligations hereunder.

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To permit representatives of the State to inspect the performance of services provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

THE STATE AGREES TO REIMBURSE THE CONTRACTOR

For expenditures incurred and paid in carrying out its obligations hereunder, with the exception of Capital Outlay expenditures as follows:

1. 95% of the salary paid to the County Veteran Service Officer, or $75 per month toward the payment of such salary, whichever is the lesser amount. (Statutory maximum: $75.)

2. Not less than 30% nor more than 80% of the salary paid one assistant to the County Veteran Service Officer. In the event the salary of the assistant equals or exceeds that of the County Veteran Service Officer, the reimbursement for salary of the assistant shall be at the minimum of 30%.

3. Not less than 20% nor more than 25% of the salaries of

NOV 7 1969

additional assistants to the County Veteran Service Officer.

4. In no event shall the total amount of State subvention funds expended on any county veteran service office exceed $30,000.

5. Surplus funds may be reallocated at the discretion of the department to those counties which now or in the future may provide services not now provided under contract.

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Six Thousand Six Hundred Eighteen and 30/100 - - - - - - - - - - - - - DOLLARS ($ 6,618.30);

In the event additional assistants are employed and their duties are not solely restricted to County Veteran Service Officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of County Veteran Service Officer function as described in this agreement. Micro Fiched

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder.

It is further agreed that this agreement may be amended by mutual consent of the parties hereto.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage

NOV 7 1969

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559, Sacramento, California 95807; and to the Contractor, c/o Board of Supervisors at the County Courthouse of the Contractor at its County Seat. The address to which the notices shall or may be mailed to either party may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

This agreement is not assignable in whole or in part.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

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COUNTY OF YOLO

By ARTHUR H. EDMONDS, CHAIRMAN

Title BOARD OF SUPERVISORS

DEPARTMENT OF VETERANS AFFAIRS

Director

Manager
Veteran Services

Approved as to Form
Date NOV - 6 1969
County Counsel of Yolo County

Department of General Services
APPROVED
DEC 12 1969
BY
Ass't. Chief Counsel

NOV 7 1969